

# EGG DONATION



## ACKNOWLEDGMENT OF ASPIRING / INTENDED PARENTS

We, \_\_\_\_\_ (the “Mother” or “First Intended Parent”), and \_\_\_\_\_ (the “Father” or “Second Intended Parent”) hereby acknowledge that:

- (a) Our selection of the Egg Donor (“Donor”) was made without recommendation, inducement or influence by National Exchange for Egg Donation and Surrogacy, Incorporated (“NEEDS”);
- (b) NEEDS is not a party to any agreement we have with the Donor;
- (c) NEEDS did not guarantee or warrant that any of the possible donors would produce ova that could be retrieved or successfully fertilized or that the transfer of any resulting embryos would be successful;
- (d) NEEDS cannot predict the future behavior of any Donor and has not guaranteed or warranted that the Donor will comply with the terms of any agreement, including her willingness to waive her parental, custodial, inheritance, and testamentary rights; and
- (e) The law regarding third party reproduction and ovum donation is uncertain.

Therefore, we hereby agree to release and discharge NEEDS and any of its representatives from all liability and all manner of action, causes of actions, suits, proceedings, debts, contracts, judgments, damages, claims and demands whatsoever in law or equity in connection with our selection of the Donor or any adverse consequences which may arise in connection with or as a result of our participation in this process. We hereby further agree to indemnify NEEDS against any and all costs incurred in defending any such actions arising out of this process.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mother (or First Intended Parent)

\_\_\_\_\_  
Father (or Second Intended Parent)