

SURROGATE RELEASE AND HOLD HARMLESS AGREEMENT

I, [Surrogate's name], referred to as "Surrogate"), and [Surrogate's Husband's name], her Husband, (referred to as "Husband"), have applied to _____, attorney at law, to be considered as a surrogate to bear a child for [Natural Father's name]. It is my desire to enter into the preceding fee paid Surrogate Parenting Agreement where I will be artificially inseminated by a physician for the purpose of becoming pregnant. Upon birth, we as Surrogate and Husband will surrender our custody rights to the child in favor of [Natural Father's name], the child's natural and biological father; and where necessary and permitted by law, terminate all parental rights to the child.

I, [Surrogate's name], Surrogate, represent that I am healthy, both physically and mentally, and that I am capable to the best of my knowledge of conceiving and carrying a fetus to term.

We, [Surrogate's name] and [Surrogate's Husband's name], as Surrogate and Husband, represent that we were married on [Date of Marriage], and have cohabited together as man and wife since that date.

We, [Surrogate's name] and [Surrogate's Husband's name], understand that several attempts at artificial insemination may be necessary, and that _____, attorney at law, does not guarantee that pregnancy or full term pregnancy will result from artificial insemination. We have been advised and counseled as to the potential psychological implications on our marital and family relationship that may result from the birth of a child through this surrogate parenting procedure.

We, [Surrogate's name] and [Surrogate's Husband's name], agree with and will comply with the following policies:

1. We under no circumstances shall *require* that the identity of [Natural Father's name] be divulged to us or to anyone else, and accordingly, forever waive all rights, if any, that we may have as to the identity, address, or any other information whatsoever concerning [Natural Father's name].

2. We recognize that surrogate parenting is a relatively new procedure, that the laws are unclear in many areas; we have retained our own independent legal advisor.

3. We release _____, attorney at law, from any and all liability and responsibility of any nature whatsoever which may result from the complications of childbirth or delivery, or from the birth of an infant abnormal in any respect, or from the hereditary tendencies of that issue, or from any adverse consequences which may arise in connection with, or as a result of the artificial insemination. However, nothing in this release shall be construed as an attempt by _____ to exonerate himself [herself] or limit his [her] liability in the event of personal malpractice.

_____ [Surrogate]

_____ [Husband]

[Date]