

**Lucile Salter Packard Children's Hospital**



**Stanford**  
MEDICINE

Fertility and  
Reproductive Health



**CONSENTS • REI CENTER • SURROGACY  
PROCEDURE AGREEMENT: SURROGATE**

Medical Record Number

Patient Name

Addressograph or Label - Patient Name, Medical Record Number

This agreement (the "Agreement") is made by and between Stanford REI Center (the "Center") and \_\_\_\_\_ (the "Surrogate") (collectively, the "Parties"). The purpose of the Agreement is to memorialize the understanding of the Parties relating to the implantation into the Surrogate's uterus of one or more embryo(s) at the request of a couple or an individual who is unable to carry a pregnancy (the "Intended Parent(s)") and the provision of related medical services, including but not limited to obstetric and gynecological care during the resulting pregnancy, if any (collectively, "Surrogate Medical Services") for the purpose of the Surrogate gestating any resulting fetus(es) with the goal of assisting the Intended Parent(s) in achieving the birth of a child(ren).

As a condition of receiving the Surrogate Medical Services, the Surrogate hereby represents and warrants as follows:

- That she has received a full explanation of the nature of the Surrogate Medical Services and their risks and benefits, as documented in a consent form entitled "Consent to Gestational Surrogacy;"
- That she recognizes that the Center is not responsible for the costs of the Surrogate Medical Services or the costs of any medical services required to be provided to her as a result of any complications that may arise in the course of providing the Surrogate Medical Services;
- That she, and her husband or partner, if any, has/have executed a separate agreement with the Intended Parent(s), to which agreement the Center is not a party, setting out their mutual understanding and agreement as to their respective rights and responsibilities related to the surrogacy arrangement and any resulting child(ren), including an understanding of who is responsible for bearing the costs of the medical services required by the arrangement, including the Surrogate Medical Services, and any medical complications that may arise in the course of providing the Surrogate Medical Services (the "Surrogacy Agreement").

The Surrogate hereby agrees as follows:

- With full knowledge of the risks, to release and hold harmless the Stanford REI Center, Stanford Hospital and Clinics, Stanford University, and the physicians, employees and agents thereof (collectively, "Stanford") from any and all claims and/or liability arising out of or in any way connected with her voluntary receipt of the Surrogate Medical Services and any voluntary participation in the surrogacy arrangement documented in the Surrogacy Agreement, except to the extent of any negligence or willful misconduct on the part of Stanford;
- That this Agreement is made pursuant to the laws of the State of California and that any disputes hereunder shall be submitted to the jurisdiction of the courts of the State of California.

SURROGATE

\_\_\_\_\_  
Date Time

STANFORD REI CENTER

By: [insert name of Center representative] Date Time

Its: \_\_\_\_\_  
[insert representative's title]