



RELEASE, AUTHORIZATION AND CONSENT FORM

THE "OPU SATELLITE CENTER":

THE "VETERINARIAN":	CLIENT FARM NAME:	
CONTACT NAME:	E-MAIL:	PHONE:
BILL TO ADDRESS (CITY, STATE, ZIP):		

WOULD YOU LIKE ONLINE ACCESS TO THE CLIENT PORTAL: YES NO

The undersigned, acting in their capacity as duly authorized representative of the Client as they so declare, and on their own behalf of, the Client, and their respective subsidiaries, affiliates, related corporations or entities, officers, directors, shareholders, members, limited partners, successors and assigns (collectively, "Releasers"), effective as of the date hereof, and in consideration of the superovulation, oocyte or embryo recovery, embryo transfer or thawing procedures, as well as any related procedure in connection therewith (the "Primary Services"), to be conducted by the Veterinarian of and from any past, current or future bovine female donors owned by the Client (the "Donors"), and with the intent to be legally bound, hereby release, waive and forever discharge the Veterinarian, the OPU Satellite Center, Boviteq USA, Inc., and any business division of Boviteq USA, Inc., including each of their respective subsidiaries, affiliates, related corporations, divisions, officers, directors, shareholders, members, limited partners, agents, employees, representatives, successors and assigns (collectively "Boviteq") (Boviteq with the Veterinarian and OPU Satellite Centers are the "Releasees"), from any and all claims, demands, suits, actions, causes of action, and liability of any nature whatsoever or howsoever arising, whether now known or unknown, foreseen or unforeseen, suspected or unsuspected, contractual or extra contractual, which the Releasers ever had, now have, or hereafter can, shall, or may have against the Releasees for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to or in connection with the Primary Services, including for greater certainty any injury, death, disability, infertility or any other damage affecting the Donors (except as may be the result of gross negligence or a more culpable act or omission by the Releasees), whether occurring during or after the performance of the Primary Services.

The Releasers, effective as of the date hereof, and in consideration of the handling, maintenance, storage and transport of the Donors' oocytes, embryos, and/or semen (the "Products"), as well as the superstimulation, in vitro fertilization ("IVF"), embryo transfer, embryo freezing, manipulation procedures, collection and boarding at OPU Satellite Center, and any related procedure to be conducted on the Products, in connection therewith (the "Secondary Services" and, collectively with the Primary Services, the "Services"), conducted by the Releasees, and with the intent to be legally bound, hereby release the Releasees, from any and all claims, demands, suits, actions, causes of action, and liability of any nature whatsoever or howsoever arising, whether now known or unknown, foreseen or unforeseen, suspected or unsuspected, contractual or extra contractual, which the Releasers ever had, now have, or hereafter can, shall, or may have against the Releasees for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to or in connection with the Secondary Services, including for greater certainty any loss, theft, destruction, equipment failure or any other damage affecting the Products (except as may be the result of gross negligence or a more culpable act or omission by the Releasees), whether occurring during or after the performance of the Secondary Services. The Releasers understand and agree that the Releasers bear the risk of loss for the Products transported to Boviteq until the Products are received and accepted by Boviteq for the performance of the Secondary Services, and that the risk of loss for all the Products transported from Boviteq shall pass to the Releasers upon Boviteq's tender of such items to the transporter of the Releasers' choice.

The Releasers acknowledge that this release shall continue to apply to all Services provided by the Releasees to the Client unless and until this release is terminated. The Releasers acknowledge the Releasees' recommendation to maintain a valid insurance policy with regards to the Donors before engaging the Releasees for the Services and further waive the right of subrogation of the Releasers' insurer to make a claim against the Releasees. The Releasers agree that they shall defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Services.

The Releasers hereby grant to Boviteq a security interest in all of the Releasers' right, title, and interest in and to the oocytes, embryos, semen, and livestock, born and unborn, resulting from or related to the Services (the "Collateral"), including all proceeds in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral. In the event that the Releasers have not paid Boviteq in full for the Services within one hundred and eighty (180) days of providing the Services, the Releasers agree that all right, title and interest in and to the Collateral shall pass to Boviteq, notwithstanding Boviteq's right to exercise any and all other remedies available under the law or otherwise. The Releasers agree that Boviteq may file any personal property security registration to evidence Boviteq's right, title and interest under this release and send notice to any secured lender that claims a security interest in the Collateral. The Releasers undertake to furnish Boviteq with such information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be necessary in the opinion of Boviteq to carry out the provisions of this release.

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The Releasors hereby authorize the Releasees to perform the Services and acknowledge the risks and unforeseen conditions involved in the performance of the Services. The Releasors authorize the administration of anesthetics, hormones, media or drugs as may be considered necessary by the Veterinarian or any embryologist in connection with the performance of the Primary Services. The Releasors hereby confirm that they have made the Veterinarian aware of any unusual physical condition of allergies known about the Donors.

The Releasors hereby acknowledge that there are risks of injury associated with the Services, including self-inflicted injuries and injuries resulting from another animal or from the restraint in a chute, head locks, or by halter. The Releasors hereby acknowledge that the Donors will not be constantly observed or supervised and that the Services involve risks, which include allergic reactions, infections, injuries or complications associated with anesthesia, hormone injections, insertion of equipment into the uterus, and administration of embryo recovery media. The Releasors hereby acknowledge that the oocyte pick-up procedures involve additional risks associated with the insertion of a needle through the vagina, into the ovaries. The Releasors hereby acknowledge the risks associated with the failure of freezing, ultrasound or incubating equipment used for embryo, oocyte pick-up, or IVF procedures. The Releasors hereby acknowledge and confirm that the above-mentioned risks, consequences and complications associated with these procedures and the Services have been explained to the Releasors' satisfaction and understanding. The Releasors confirm that they have had the opportunity to ask questions to the Releasees about the procedures and the Services, and that the Releasors' questions have been answered to their satisfaction. The Releasors hereby acknowledge the risks involved with the practice of veterinary medicine and fully understands that surgery is not an exact science. The Releasors hereby acknowledge that the Releasees make no representation or warranty about the fitness, safety or security of the Services, including with regards to the embryo, oocyte pick-up, or IVF procedures, and fully understand that the assessment of the fitness, safety or security of the participation of the Donors in the Services is the Releasors' responsibility and risk. The Releasors further understand their right not to consent to the performance of the Services and acknowledge that they are solely responsible for determining whether the Services are appropriate for the health and safety of the Donors. The Releasors hereby acknowledge and agree that the terms and conditions contained herein are necessary for the protection of the Releasees and are reasonable in scope and content.

Each Releasor understands that it may later discover claims or facts that may be different from, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained herein, and which, if known at the time of signing this Release Agreement, may have materially affected this Release Agreement and such Party's decision to enter into it and grant the release contained herein. Nevertheless, the Releasors intend to fully, finally, and forever settle and release all claims that now exist, may exist, or previously existed, as set out in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasors hereby waive any right or claims that might arise as a result of such different or additional claims or facts. The Releasors have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The Releasors expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

THE RELEASORS HEREBY ACKNOWLEDGE AND AGREE THAT (A) THE RELEASEES MAKE NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING WITH RESPECT TO OOCYTE RECOVERY FROM DONORS, THE IVF SERVICES, THE EMBRYOS PRODUCED FOR IMPLANTATION IN RECIPIENTS PROVIDED BY ME, OR ANY OTHER OF THE SERVICES, AS WELL AS (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) WARRANTY OF TITLE, OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS RELEASE AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S. THE RELEASORS HEREBY ACKNOWLEDGE THAT IN ALL EVENTS THE RELEASEES SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, WHETHER FORESEEN OR UNFORESEEN, AND SHALL NOT BE LIABLE FOR LOST PROFITS.

THE RELEASORS HEREBY ACKNOWLEDGE AND AGREE THAT IF ANY TERM OR PROVISION OF THIS RELEASE IS HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE IN ANY JURISDICTION, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS RELEASE OR INVALIDATE OR RENDER UNENFORCEABLE SUCH TERM OR PROVISION IN ANY OTHER JURISDICTION. THE RELEASORS FURTHER ACKNOWLEDGE THAT THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF WISCONSIN, AND THAT ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS RELEASE SHALL BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN WISCONSIN, AND IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

THE RELEASORS HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. THE RELEASORS CONFIRM THAT HAVE HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS RELEASE AND TO ALL ISSUES ARISING FROM ENGAGING THE SERVICES OF THE RELEASEES. THE RELEASORS FREELY CHOOSE TO SIGN THIS RELEASE.

The Releasors authorize and consent to the Services on behalf of any/all partners and/or co-owners of the Donors.

CLIENT NAME:	CLIENT REPRESENTATIVE:
SIGNATURE:	DATE: