1148 5th Ave Suite 1C New York, NY 10128 | (212) 661-7177 | info@indianeggdonors.com

DGA Client Injection Waiver

Acknowledgment and Understanding of Services

DGA, Inc. ("DGA" or "we") is a modern fertility and health platform offering support and ancillary services, including fertility injection administration through DGA's affiliated injection specialists (the "Services"). DGA is not the primary medical provider for patients receiving these injections. Our role is limited to administering prescribed medications as directed by the patient's healthcare provider ("Primary Provider").

1. **Nature and Scope of Services** By signing this form, I acknowledge and agree that:
    - The injection Services provided by Lushi are limited to administering medication prescribed by my Primary Provider. DGA does not diagnose medical conditions, prescribe medication, or provide medical treatment plans.
    - DGA relies on accurate and complete instructions from my Primary Provider for the administration of these injections.
    - DGA's Services do not replace or supplement the medical care, advice, or oversight of my Primary Provider or other healthcare professionals.
2. **Risks and Potential Complications** I understand that:
    - The administration of medical injections involves certain risks, including but not limited to pain, bruising, bleeding, swelling, infection, allergic reaction, and unintended complications at or near the injection site.
    - Misadministration of an injection, although rare, may result in adverse outcomes such as nerve damage, vascular damage, or other complications.
    - DGA's injection specialists are trained to follow the instructions provided by my Primary Provider but cannot guarantee outcomes.

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3. **Responsibilities of the Patient** I affirm that:
    - I have consulted with my Primary Provider about the prescribed injections and understand the purpose, dosage, and potential risks.
    - I have disclosed all relevant medical information, including allergies, medical conditions, or previous reactions to injections, to both my Primary Provider and Lushi.
    - I will immediately inform DGA and my Primary Provider of any unusual reactions or side effects following the injection.
4. **Limitations of Liability** By signing this form, I expressly agree to the following:
    - I release and hold harmless DGA, Inc., its officers, employees, agents, and contractors from any liability for adverse outcomes, injuries, or complications arising from the administration of injections, except in cases of gross negligence or willful misconduct.
    - I acknowledge that DGA is not responsible for errors in medication type, dosage, or administration instructions provided by my Primary Provider.
    - I agree that any legal claims must be limited to the scope of DGA's services and responsibilities.
5. **Waiver of Legal Claims** I voluntarily waive the right to pursue legal action against DGA, Inc. for any adverse events, except in cases of gross negligence or willful misconduct, including but not limited to:
    - Misadministration of injections when performed in accordance with the instructions provided by my Primary Provider.
    - Complications arising from incorrect or incomplete information provided to DGA.
    - Issues related to the medication itself, including defects, contamination, or improper storage or handling by the pharmacy or supplier.

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6. **Arbitration Clause** Any dispute arising from the services provided by DGA, Inc. shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The parties agree to waive the right to a jury trial. I HEREBY IRREVOCABLY WAIVE ANY RIGHT I MAY HAVE AND AGREE NOT TO REQUEST A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTES ARRISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY LUSHI.

7. **Informed Consent** : By signing below, I confirm that:
    - I have read and fully understand this waiver and release form.
    - I have been informed of the potential risks and complications of the injection procedure.
    - I have had the opportunity to ask questions and receive answers about the injection process and associated risks.
    - I consent to receive injection services from DGA, Inc. as outlined above.

I understand that I may inspect or copy the protected health information described by this authorization.

I understand that at any time, this authorization may be revoked, when the office that receives this authorization receives a written revocation, although that revocation will not be effective as to the disclosure of records whose release I have previously authorized, or where other action has been taken in reliance on an authorization I have signed. I understand that my health care and the payment for my healthcare will not be affected if I refuse to sign this form.

By signing this waiver, I understand the above information and agree with its contents. This will serve as my electronic signature for the HIPAA Disclosure Form.

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Content Information

For any questions or concerns regarding this consent form or the injection process, please contact DGA, Inc. at dgulati@indianeggdonors.com

By clicking "I consent", I agree and acknowledge that I have read and understand the information provided above.

(I consent icon)