

RCW 26.26A.765 Genetic surrogacy agreement—Termination. (1) A party to a genetic surrogacy agreement may terminate the agreement as follows:

(a) An intended parent who is a party to the agreement may terminate the agreement at any time before a gamete or embryo transfer by giving notice of termination in a record to all other parties. If a gamete or embryo transfer does not result in a pregnancy, a party may terminate the agreement at any time before a subsequent gamete or embryo transfer. The notice of termination must be attested by a notarial officer or witnessed.

(b) A woman acting as a genetic surrogate who is a party to the agreement may withdraw consent to the agreement any time before forty-eight hours after the birth of a child conceived by assisted reproduction under the agreement. To withdraw consent, the woman acting as a genetic surrogate must execute a notice of termination in a record stating the surrogate's intent to terminate the agreement. The notice of termination must be attested by a notarial officer or witnessed and be delivered to each intended parent any time before forty-eight hours after the birth of the child.

(2) On termination of the genetic surrogacy agreement under subsection (1) of this section, the parties are released from all obligations under the agreement except that each intended parent remains responsible for all expenses incurred by the woman acting as a surrogate through the date of termination which are reimbursable under the agreement. Unless the agreement provides otherwise, the woman acting as a surrogate is not entitled to any nonexpense related compensation paid for serving as a surrogate.

(3) Except in a case involving fraud, neither a woman acting as a genetic surrogate nor the surrogate's spouse or former spouse, if any, is liable to the intended parent or parents for a penalty or liquidated damages, for terminating a genetic surrogacy agreement under this section. [2018 c 6 s 714.]