

## ISHRS Membership Agreement

**By becoming an International Society of Hair Restoration Surgery (“ISHRS”) member, you agree to be bound by this Membership Agreement which forms a legally enforceable contract between ISHRS and you.**

In consideration for membership in ISHRS:

- 1. Membership.** As an ISHRS member, you will enjoy the rights and privileges identified in ISHRS Articles of Incorporation, Bylaws, and/or other policies. ISHRS may alter member rights, privileges, and responsibilities in its discretion and without any liability to you.
- 2. Dues.** You agree to pay all dues established by ISHRS in the manner and within the time specified by ISHRS.
- 3. Governing Documents Adherence.** You agree to abide by ISHRS’ Articles of Incorporation, Bylaws, Code of Ethics, Code of Ethics Disciplinary Procedures, and other ISHRS policies, procedures, and rules (collectively “Governing Documents”). Without limiting the foregoing, you agree ISHRS may discipline you as provided in the Governing documents.
- 4. Disclaimer.** You agree your ISHRS membership and any goods and services provided by ISHRS in connection therewith (collectively “Services”) are provided AS-IS without any representations or warranties of any kind or nature express, implied, or statutory. ISHRS disclaims all representations and warranties, express, implied, and statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, workmanship, and non-infringement to the fullest extent permitted by applicable law.
- 5. Defense, Indemnification, and hold harmless.** You shall defend, indemnify, and hold harmless ISHRS and its directors, officers, employees, volunteers, agents, and other representatives and contractors (collectively “Indemnified Parties”) against all claims, demands, actions, causes of action, losses, damages, costs, and expenses of any kind (including, without limitation, legal fees and costs), directly or indirectly resulting from, arising out of, or in any way related to your ISHRS membership.
- 6. Waiver of Liability.** YOU HEREBY WAIVE ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, AND DAMAGES OF ANY KIND OR NATURE, YOU MAY HAVE AGAINST ISHRS AND/OR THE INDEMNIFIED PARTIES DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO YOUR MEMBERSHIP IN ISHRS INCLUDING, BUT NOT LIMITED TO, ANY DISCIPLINE IMPOSED ON YOU BY ISHRS. THIS WAIVER OF LIABILITY APPLIES TO ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, STATUTORY, CONTRACTUAL, OR DAMAGES OR LOSSES OF ANY OTHER KIND OR TYPE. THIS WAIVER OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER BASIS AND EVEN IF THE INDEMNIFIED PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS WAIVER OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 7. Attorney’s Fees and Costs.** Should ISHRS require an attorney to: (i) defend any claim, action, or cause of action brought by you or by a third party regarding your ISHRS membership or conduct; and/or (ii) enforce ISHRS’ rights under this Agreement, ISHRS shall be entitled to recover reasonable attorney’s fees and any related fees and costs incurred by ISHRS in connection therewith.
- 8. Governing Law and Choice of Forum.** This Agreement was entered into in the State of Illinois, and shall be governed by and construed in accordance with the substantive laws of the State of Illinois, excluding its choice of law rules. Any dispute arising out of this Agreement shall reside in either Cook County Circuit Court or the United States District Court for Northern Illinois.
- 9. Miscellaneous.** If any provision of this Agreement is unenforceable, the unenforceability of that provision shall not affect the enforceability of any other provision. If ISHRS agrees to waive its right in a particular instance to enforce any term of this Agreement, it does not waive its right to enforce such term at any other time. This Agreement constitutes the entire agreement between ISHRS and you regarding the subject matter hereof. There are no representations, understandings, or agreements that are not fully expressed in this Agreement. All prior agreements, verbal or written, are no longer effective. Provisions 2 through 9 shall survive the termination of your ISHRS membership.