

# ISHRS MEMBERSHIP AGREEMENT

By being 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.

The International Society of Hair Restoration Surgeons (ISHRS) is a nonprofit corporation, exempt from U.S. federal income tax pursuant to Internal Revenue Code Section 501(c)(3), organized and operated exclusively for charitable, educational, literary, and scientific purposes. As further explained by its Bylaws, the ISHRS’s purpose is to advance the art and science of hair restoration by licensed, experienced physicians who are qualified to practice this type of medicine and who will do so with the highest degree of skill and artistry; to encourage the free interchange of ideas, knowledge, and experience among its members in order to maintain the skills and artistry of those members at the highest possible level of skill and knowledge; to encourage professional excellence and to promote amicable relations among the members; and to encourage continuing medical education in hair restoration surgery (“Exempt Purpose”).

**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. In furtherance of its Exempt purpose, the ISHRS has also adopted the “[ISHRS Position Statement on Qualifications for Scalp Surgery](#)” (inserted below) in an effort to encourage professional excellence and patient safety in hair restoration surgery. **By signing this Agreement, you represent that you acknowledge the ISHRS Position Statement on Qualifications for Scalp Surgery establishing the “best practices” standard of the ISHRS; and that you are conducting your own medical practice consistent with this standard and/or you delegate duties to technical and professional staff in accordance with medical laws applicable in your own state, region, country, or territory.**

## ISHRS Position Statement on Qualifications for Scalp Surgery

The position of the International Society of Hair Restoration Surgery is that any procedure involving a skin incision for the purpose of tissue removal from the scalp or body, or to prepare the scalp or body to receive tissue, (e.g., incising the FUE graft, excising the donor strip, creating recipient sites) by any means, including robotics, is a surgical procedure. Such procedures must be performed by a properly trained and licensed physician\*. Physicians who perform hair restoration surgery must possess the education, training, and current competency in the field of hair restoration surgery. It is beyond the scope of practice for non-licensed personnel to perform surgery. Surgery performed by non-licensed medical personnel may be considered practicing medicine without a license under applicable law. The Society supports the scope of practice of medicine as defined by a physician’s state, country or local legally governing board of medicine.

*Adopted by the Board of Governors, 11/15/2014*

\*or in countries where it is allowed, a licensed allied health professional practicing within the scope of his or her license.

3. In furtherance of its Exempt purpose, the ISHRS has also adopted Guidelines to help members avoid what can be universally considered as misleading or unacceptable messages. **The following are considered misleading or inappropriate. Websites and marketing materials will be reviewed to assure these are not included.**

### False Statements and Copyright Infringement

- Including inaccurate credentials. E.g., ABHRS status, FISHRS status, claiming inaccurate expertise in hair restoration surgery
  - Members should not mislead the public with regard to their qualifications. Reference to Board Certification should be specific to the Certification that has been achieved. Those who have passed the American or International Board of Hair Restoration Surgery examination have agreed to refer to themselves as 'Diplomates' of the ABHRS or IBHRS and to not refer to themselves as Board Certified in Hair Restoration.
- Using other physicians’ before & after photos as your own
- Violating copyright of others with photos or text
- Using ISHRS Members Only logo inappropriately, e.g., when you are not a full Member
- Using FISHRS Only Logo inappropriately, e.g., when you are not designated Fellow status of the ISHRS
- Using the ISHRS Logo. Note: Nobody except the ISHRS is allowed to use the official ISHRS Logo

### Inappropriate Use of Staff

- Evidence of unlicensed, non-physicians performing surgical procedures

### Inappropriate, Misleading, Inaccurate Terminology

- “Scarless surgery”
- “No incision”
- “No touch”
- “No cutting”
- “Cloning”
- “Hair multiplication”
- “Non-invasive”
- “Eliminates the need for additional procedures”
- “Pain free”

**4. Dues.** You agree to pay all dues established by ISHRS in the manner and within the time specified by ISHRS.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 4 through 10 shall survive the termination of your ISHRS membership.

You represent that: you read the ISHRS Membership Agreement; you know its contents; you entered into it as a free and voluntary act; and you agree to abide by its terms as a condition of your ISHRS membership.