

INTERNATIONAL SOCIETY OF HAIR RESTORATION SURGERY

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 the ISHRS and you. If you do not wish to be bound or intend to abide by this Agreement, you should not sign this Agreement. However, if you do not sign this Agreement, you will not be permitted to become or continue as an ISHRS member.

The 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”),

In consideration for being granted membership in the ISHRS, you agree as follows:

- 1. Membership.** As an ISHRS member, you will enjoy the rights and privileges identified in the ISHRS’s Articles of Incorporation, Bylaws, and/or other policies. The 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 the ISHRS in the manner and within the time specified by the ISHRS.
- 3. Governing Documents Adherence.** You agree to abide by the ISHRS’s Articles of Incorporation, Bylaws, Code of Ethics, Code of Ethics Disciplinary Procedures, Alert Regarding Misleading and Improper Messaging, and other ISHRS policies, procedures, and rules (collectively “Governing Documents”). Without limiting the foregoing, you agree the ISHRS may discipline you as provided in the Governing Documents.
- 4. Disclaimer.** You agree your ISHRS membership and any goods and services provided by the ISHRS in connection therewith (collectively “Services”) are provided AS-IS without any representations or warranties of any kind or nature express, implied, or statutory. The 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 the ISHRS and its directors, governors, 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 THE ISHRS AND/OR THE INDEMNIFIED PARTIES DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO YOUR MEMBERSHIP IN THE ISHRS INCLUDING, BUT NOT LIMITED TO, ANY DISCIPLINE IMPOSED ON YOU BY THE 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 the 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 the ISHRS’s rights under this Agreement, the ISHRS shall be entitled to recover reasonable attorney’s fees and any related fees and costs incurred by the 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 the 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 the 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 9 shall survive the termination of your ISHRS membership.

You represent that: you read this 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.

Signature

Print Name

Date

APPENDIX 1

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.

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.

By signing, 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.

Signature

Date

APPENDIX 2

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

ALERT REGARDING MISLEADING AND IMPROPER MESSAGING

The International Society of Hair Restoration Surgery ("ISHRS") understands the importance of the public being informed about hair restoration surgery and the causes and scientifically proven therapies for hair loss, and recognizes many patients are misled by false or confusing messages marketed by hair restoration surgeons.

Accordingly, the ISHRS developed the Improper Messaging list below to help: (i) protect patients seeking hair restoration surgery by providing a list of items that should raise red flags; and (ii) its members avoid prohibited, improper, potentially misleading, and/or confusing messages and advertisements.

IMPROPER MESSAGING

- A. Misrepresenting Credentials and Violating Intellectual Property Rights.** The following publications are fraudulent, mislead the public, and violate various state and federal laws:
- 1. Inaccurate Credentials.** Incorrectly claiming to be certified by the American Board of Hair Restoration Surgery ("ABHRS") or claiming to be a member or Fellow of the ISHRS, and otherwise stating or suggesting any expertise in hair restoration surgery that is false.
 - 2. Misrepresenting Photographs.** Publishing photographs of other physicians' patients in any manner that states or suggests they are patients of the publishing practice.
 - 3. Copyright/Trademark Violations In General.** Republishing or otherwise representing the photographs, publications, tradenames, logos, or other trademarks of another practitioner without permission in violation of the owner's copyrights and/or trademarks.
 - 4. ISHRS Trademark Violations.** Republishing or otherwise representing the ISHRS's photographs, publications, name, logos and other trademarks in any manner inconsistent with the ISHRS's Trademark Use Policy (e.g., use of Fellows Logo by non-Fellow members; use of Members Logo by anyone other than Full Members; any individual using the ISHRS's Logo).
- B. Improper Use of Staff.** The following practice may mislead the public and violate various state and federal laws.
- 5. Unauthorized Practice of Medicine.** Unlicensed, non-physicians performing surgical procedures.
 - 6. Lack of Informed Consent.** Non-physicians participating in hair restoration procedures without the patient's informed consent.
- C. Misleading Language.** Use of the following terms and phrases in marketing by a hair restoration surgeon may mislead the public and violate various state and federal laws.
- 7. "Scarless surgery"**
 - 8. "No incision"**
 - 9. "No touch"**
 - 10. "No cutting"**
 - 11. "Cloning"**
 - 12. "Hair multiplication"**
 - 13. "Non-invasive"**
 - 14. "Eliminates the need for additional procedures"**
 - 15. "Pain free"**

By signing, you represent that you have read, understand, and agree to avoid prohibited, improper, potentially misleading, and/or confusing messages and advertisements.

Signature

Date