

ATTENDEE PARTICIPATION AGREEMENT

I hereby request to attend the International Society of Hair Restoration Surgery's ("ISHRS") 32nd World Congress – Denver to be held October 17-19, 2024 (live event dates), in Denver, CO, USA, that includes online components including recorded sessions to be available on demand during and after the live event dates ("Meeting"). In exchange for being permitted to attend the Meeting and the benefits derived from such participation, I knowingly and voluntarily sign and agree to be bound by this Attendee Participation Agreement ("Agreement"):

- 1. **Directions, Rules, Policies, and Procedures**. I shall abide by all ISHRS directions, rules, policies and procedures for the Meeting. The ISHRS may remove me from the Meeting, if I violate any ISHRS directions, rules, policies, or procedures for the Meeting.
- 2. **Meeting Information Acknowledgement, Disclaimer, and Waiver**. The information provided at the Meeting, including through presentations, lectures, workshops, courses, papers, displays, handouts, roundtables, and exhibitors (collectively, "Information") is for educational purposes only. The ISHRS is an international organization with members, presenters, instructors, and exhibitors from throughout the world. I acknowledge:
 - i. The Information provided may not reflect practices, methodologies, or approaches, which are consistent with the standards of care, medical ethics, laws, rules, and regulations of the jurisdiction(s) in which I practice medicine;
 - ii. The Information provided is not intended to be, nor should it be construed as, suggesting the applicable standard of care, or the only, or the best practice, methodology, or approach for the medical situations, or issues discussed;
 - iii. The approaches, views, statements, and opinions expressed by presenters, instructors, exhibitors, participants, and others at the Meeting are those of the person expressing them, not the ISHRS, or any other person, and may not reflect the approaches, views, statements, and opinions of the ISHRS;
 - iv. The ISHRS makes no representations, or warranties regarding the accuracy, completeness, or usefulness of the Information provided at the Meeting and disclaims all representations and warranties to the contrary;
 - v. MY USE OF ANY INFORMATION I RECEIVE AT, OR FROM THE MEETING, IS AT MY SOLE RISK, AND I AM SOLELY RESPONSIBLE FOR ASSESSING AND DECIDING WHETHER, AND TO WHAT EXTENT, TO USE THE INFORMATION I RECEIVE AT OR FROM THE MEETING; AND
 - vi. THE ISHRS IS NOT LIABLE FOR MY USE OF ANY INFORMATION I RECEIVE AT OR FROM THE MEETING, AND I KNOWINGLY WAIVE ALL CLAIMS TO THE CONTRARY.
- 3. **Exhibition Acknowledgement, Disclaimer, and Waiver**. The Meeting's exhibition is designed to educate persons involved, or interested in, hair restoration about products and services related to hair restoration. With respect to the Meeting's exhibition, I acknowledge:
 - i. An exhibitor's participation in the Meeting's exhibition is not intended, nor shall it be construed as, an endorsement by the ISHRS of the exhibitor, its products and/or services, or information provided by the exhibitor;

- ii. The ISHRS has not investigated or evaluated the exhibitors, their products, services, or the information they may provide;
- iii. The exportation, importation, and/or use of goods and/or services provided by an exhibitor may not be consistent with the standard of care or medical ethics and/or permitted under the laws, rules, and regulations of the jurisdiction(s) in which I practice medicine;
- iv. I am solely responsible for: deciding which exhibit(s), if any, to visit; investigating and assessing the exhibitor's products and/or services; investigating and assessing the accuracy, completeness, and usefulness of the information provided by exhibitors; and determining whether to make a purchase from an exhibitor;
- v. If I make a purchase from an exhibitor, I am entering into a contract with the exhibitor, not the ISHRS. The ISHRS has no liability or responsibility for such contracts. I am solely responsible for investigating and deciding whether to enter into any contracts with an exhibitor. My decision to enter into a contract with an exhibitor, and my acceptance or use of their goods or services, is at my own risk. I KNOWINGLY AND VOLUNTARILY WAIVE ALL CLAIMS TO THE CONTRARY.
- vi. NEITHER THE ISHRS NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE EXHIBITORS AND THEIR GOODS, SERVICES, AND INFORMATION AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4. Publicity Release. I grant the ISHRS an unconditional, worldwide, fully transferable, fully sub-licensable, perpetual, irrevocable, royalty free right (but not the obligation) to photograph, record (audio and visual), digitize, reproduce, distribute, prepare derivative works based on, publicly perform, publicly display, and otherwise use and exploit my name, image, likeness, and voice, as they may appear in photographs and recordings (audio and visual) relating to the Meeting, in all formats now known, or hereafter created, for any and all purposes, including advertising, trade and commercial purposes. I ACKNOWLEDGE THE ISHRS IS THE EXCLUSIVE OWNER OF THE SUCH PHOTOGRAPHS AND RECORDINGS, AND I HAVE NO RIGHT TO INSPECT OR APPROVE THE ISHRS'S USE OF MY NAME, IMAGE, LIKENESS, OR VOICE.
- 5. **Meeting Material Rights.** I acknowledge that all copyrights and other property rights in the presentations, courses, handouts, and other materials presented, or provided at the Meeting (collectively, "Materials"), are owned by the ISHRS, or its third party licensors. The ISHRS and/or its third party licensors reserve all rights in the Materials. I MAY NOT RECORD OR REPRODUCE ANY PORTION OF THE MEETING IN ANY MANNER (E.G., PHOTOGRAPH, AUDIO, OR VISUAL). THE ISHRS MAY DISMISS ME FROM THE MEETING, IF I VIOLATE THIS RULE.

6. Confidential Information

- Patient Volunteers. Volunteers may participate in the meeting as patients for demonstration and other educational purposes. I SHALL KEEP CONFIDENTIAL THE IDENTITY OF AND ANY INFORMATION I MAY LEARN DURING THE MEETING REGARDING ANY VOLUNTEER PATIENT.
- ii. Morbidity and Mortality. I acknowledge that if I attend the Morbidity and Mortality Course that I will have access to confidential information regarding specifics about the cases and procedures presented. For purposes of this Section 6.2, "Confidential Information" means information not generally known, or available to the public, without restriction related to the practice of a presenter, including complications, pre and post operation evaluations, treatment plans, and judgment errors. Absent prior written authorization, I shall neither use, or permit the use of, nor disclose, or permit the disclosure, or publication to any third party of any such Confidential Information.

- 7. **Privacy Policy.** I have read and understand the <u>ISHRS's Privacy Policy.</u>*

 I agree to Opt in. For purposes of registration portal, you must "opt in" so we may collect necessary information pertinent to organization of the Congress. You may later choose to "opt out".
- 8. Virtual Congress Platforms and Conference App. The ISHRS has worked with multiple technology providers to develop the online portion of the World Congress. The ISHRS has developed a conference application for attendees that will facilitate the navigation of the congress. All attendees will be opted-in to receive full access to these platforms to provide the attendee a fuller educational experience. Attendees will be listed within congress platforms and on the conference app. Attendee information will also be included in reporting from the main congress platform, including places visited within the exhibit hall. *

I agree to Opt in to the congress platforms and conference app.

- 9. **Universal Precautions.** I shall adhere to universal precautions during the Meeting, and conform to all proper medical practices and procedures for the treatment of patients for whom no medical history is available, when coming into contact with such patients, as well as with cadaveric specimens, or cadaveric material. In the event that I incur a needle stick injury, cut, or other exposure to blood borne pathogens, I shall immediately notify the ISHRS and take such other follow-up measures as deemed appropriate.
- 10. LIABILITY RELEASE, CLAIMS WAIVER, AND COVENANT NOT TO SUE. TO THE FULLEST EXTENT POSSIBLE, PURSUANT TO APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY RELEASE FROM ALL LIABILITY, INCLUDING NEGLIGENCE, WAIVE ALL CLAIMS AGAINST, AND COVENANT NOT TO MAKE OR BRING ANY CLAIM AGAINST THE ISHRS AND/OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AGENTS, OR AGAINST THE PRESENTERS OR SPEAKERS (COLLECTIVELY, "RELEASED PERSONS") IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE MEETING; (II) MY ATTENDANCE AT, OR PARTICIPATION IN, THE MEETING; (III) THE INFORMATION PROVIDED AT THE MEETING; (IV) THE EXHIBITION, OR ANY EXHIBITOR; AND/OR (V) THE ISHRS'S EXERCISE OF THE RIGHTS GRANTED BY ME TO THE ISHRS UNDER THIS AGREEMENT.
- 11. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS**. I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PERSONS AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING THE SAME), IN ANY WAY ARISING OUT OF, OR RELATED TO: (I) MY ACTS OR OMISSIONS; (II) MY ATTENDANCE AT, OR PARTICIPATION IN, THE MEETING; (III) MY USE OF ANY INFORMATION PROVIDED AT THE MEETING; (IV) MY PURCHASE OR USE OF ANY EXHIBITOR'S GOODS, SERVICES, AND/OR INFORMATION; (V) THE RIGHTS GRANTED BY ME TO ISHRS UNDER THIS AGREEMENT; AND/OR (VI) MY BREACH OF THIS AGREEMENT.
- 12. **DISCLAIMER OF WARRANTIES**. THE MEETING, THE INFORMATION, AND THE EXHIBITION ARE PROVIDED AS-IS WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OF WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 13. **No Financial Compensation**. I shall not receive any financial compensation as condition for this Agreement, or the rights granted by me to ISHRS hereunder.
- 14. **Miscellaneous**. This Agreement is governed by and construed in accordance with the substantive laws of the State of Illinois, excluding its choice of law rules. If any provision of this Agreement is invalidated, or held unenforceable, the invalidity, or unenforceability of that provision shall not affect the validity, or enforceability of this Agreement. As to any provision found to be invalid or unenforceable as written, the same shall not be void, but rather shall be reformed and enforced to the maximum extent permissible

under applicable law, as if originally executed in that form by me. If the ISHRS agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce the term, or any, or all other terms, of this Agreement at any other time. This Agreement is binding on me and my heirs, executors, administrators, legal representatives, successors and assigns.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT IF I SIGN BELOW I AM ENTERING INTO A LEGAL AGREEMENT, WHICH WILL BIND ME TO THE TERMS OF THIS AGREEMENT AND THAT BY SIGNING THIS I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ISHRS.

Enter Your Name: *	_
Enter Today's Date (mm/dd/yy	yyy): *

VIDEO, PHOTOGRAPHY & AUDIO RECORDING POLICY

Photo Policy:

Conference attendees may take photographs during oral or CSI presentations provided that the photographs are strictly for personal, noncommercial use, and not disruptive to the speaker or other learners.

Video Policy:

No video recording allowed.

By signing below and/or registering for the Meeting, I agree to be bound by the terms of the Video, Photography & Audio Recording Policy.

Enter Your Name: *	
Enter Today's Date (mm/dd/y	yyy): *

POLICY ON ANCILLARY MEETINGS AT ISHRS MEETINGS

ISHRS Members and ISHRS Attendees -

- May not hold conflicting events. Conflicting events are scientific or educational meetings of interest and
 relevance to hair transplant surgeons (including but not limited to lectures, presentations, seminars or
 workshops) that are scheduled during the same time frame encompassed by the ISHRS (live) Meeting. For
 purposes of this policy, the relevant time frame begins two days immediately prior to the official opening
 of the ISHRS (live) Meeting and ends two days after the official close of the ISHRS (live) Meeting.
- 2. May not hold group meetings or social events that are in direct conflict with the timing of ISHRS programs and social events.

By signing below and/or registering for the Meeting, I agree to be bound by the terms of the Policy on Ancillary Meetings at ISHRS Meetings.

Enter Your Name: *	
Enter Today's Date (mm/dd/y	/yy): [:]