



PATIENT CONSENT, WAIVER, AND RELEASE

(insert patient's name) ("Patient"), hereby knowingly and voluntarily executes this Patient Consent, Waiver, and Release ("Release") on the following terms and conditions for the benefit of the International Society of Hair Restoration Surgery ("ISHRS").

RECITALS

- A.** The ISHRS is a nonprofit corporation, exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(3). ISHRS's purpose is to advance the art and science of hair restoration by licensed, experienced physicians; educate and increase the level of knowledge of physicians and their assistants regarding hair restoration techniques, procedures, and related issues; encourage and facilitate the free interchange of ideas, knowledge, and experience among physicians and assistants providing hair restoration; and encourage professional excellence and patient safety in hair restoration surgery ("Exempt Purpose"). In furtherance of its Exempt Purpose, ISHRS desires to initiate an awareness campaign ("Awareness Campaign") to inform the public of clinics and other facilities that enable illegal practices surrounding hair restoration surgery including, without limitation, allowing hair restoration surgery to be performed by unlicensed technicians in contravention to the applicable laws ("Improper Practices"). As part of the Awareness Campaign, ISHRS seeks to obtain and publish videos, pictures, and other images of patients who experienced Improper Practices;
- B.** On (insert applicable date) Patient was seen by and/or received medical services from Dr. (insert doctor's name) ("Doctor");
- C.** On (insert applicable date) a video(s), picture(s), and/or other image(s) of Patient was taken by or on behalf of the Doctor with Patient's permission ("Recording");
- D.** ISHRS desires to include all or a portion of the Recording in the Awareness Campaign, but will only do so with Patient's written permission as hereinafter stated; and
- E.** Patient hereby grants ISHRS permission to utilize Patient's name and image in general, and as it appears in the Recording in the Awareness Campaign as hereinafter stated.

RELEASE

- 1. UNLIMITED PUBLICITY RELEASE.** Patient hereby grants ISHRS an unconditional, worldwide, fully transferable, fully sub-licensable, perpetual, non-terminable, non-exclusive, royalty free right (but not the obligation) to use Patient's name and image in general and as it appears in the Recording in any way ISHRS determines appropriate in its discretion in any and all media now known or hereinafter created in connection with the Awareness Campaign. Without limiting the foregoing, Patient grants ISHRS the right to use in part, edit, modify, and/or incorporate into other works Patient's name and image as it appears in the Recording in connection with the Awareness Campaign. PATIENT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF PATIENT'S NAME OR IMAGE USED BY ISHRS IN CONNECTION WITH THE AWARENESS CAMPAIGN.

2. **NO FINANCIAL COMPENSATION.** Patient shall not receive any financial compensation as a result of or in connection with this Release; the Awareness Campaign; ISHRS's use of the Recording or Patient's name or image; or ISHRS's exercise of any right granted to ISHRS by Patient under this Release. PATIENT WAIVES ANY CLAIMS TO THE CONTRARY.
3. **PATIENT ACKNOWLEDGEMENTS, REPRESENTATIONS, AND WARRANTIES.** In addition to any other acknowledgements, representations, and warranties contained in this Release, Patient makes the following acknowledgements, representations, and warranties:
 - i. Patient is over the age of eighteen (18).
 - ii. Patient is under no obligation to execute this Release, and does so as a free, knowing, and voluntary act.
 - iii. ISHRS will not use Patient's name or image in connection with the Awareness Campaign unless Patient executes this Release. If Patient executes this Release, ISHRS shall rely on it in deciding whether to include Patient's name or image in the Awareness Campaign.
 - iv. By executing this Release, Patient understands and acknowledges Patient's name and image, including, but not limited to, as depicted in the Recording, may be broadcast and distributed throughout the world including on and through the internet, and, once broadcast or distributed, cannot be recovered.
 - v. The Awareness Campaign will be published to third parties over whom ISHRS has no control and for which ISHRS has no legal responsibility or liability.
 - vi. ISHRS is not a health care provider and has no relationship with Patient, either contractual or otherwise other than as set forth in this Release.
4. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL ISHRS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS RELEASE, THE RECORDING, THE USE OF PATIENT'S NAME OR IMAGE, OR THE AWARENESS CAMPAIGN. THIS IS A COMPREHENSIVE RELEASE OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND 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 LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF ISHRS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
5. **WAIVER OF CLAIMS.** TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, PATIENT HEREBY WAIVES ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY KIND PATIENT MAY HAVE DIRECTLY OR INDIRECTLY AGAINST ISHRS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER REPRESENTATIVES OR CONTRACTORS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS RELEASE, THE RECORDING, THE USE OF PATIENT'S NAME OR IMAGE, OR THE AWARENESS CAMPAIGN.
6. **HEADINGS.** The headings, captions, and section numbers appearing in this Release were inserted for convenience only, and shall in no way be deemed to define, modify, affect, limit, or describe the scope, intent, or content of this Release or of the sections to which they relate.
7. **WAIVER.** If ISHRS agrees not to pursue its right to enforce any term of this Release, it does not waive its right to enforce such term, or any other terms of this Release, at any other time.
8. **SUCCESSORS AND ASSIGNS.** This Release binds and benefits Patient and Patient's successors and assigns. This Release benefits ISHRS and its successors and assigns.

9. **ATTORNEYS' FEES AND COSTS.** Should ISHRS be required to retain an attorney to enforce its rights under this Release, ISHRS shall be entitled to recover reasonable attorneys' fees and other expenses incurred by ISHRS in connection with the same.
10. **SEVERABILITY.** If any provision of this Release is invalidated or held unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Release. In addition, the parties agree that as to any provision found to be invalid or unenforceable, the same shall not be void, but shall be reformed and enforced to the maximum extent permitted by law, as if originally executed in that form by the parties.
11. **DRAFTING AND CONSTRUCTION.** The parties understand and acknowledge this Release was freely negotiated by them, and that in any controversy over the interpretation or enforceability of any of its terms, there shall be no inference, presumption, or conclusion drawn against any party as a result of that party having drafted this Release.
12. **GOVERNING LAW AND CHOICE OF FORUM.** This Release 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 claim or dispute related to or arising out of this Release shall reside in the courts of the State of Illinois and in particular in either the Cook County Circuit Court or the U.S. District Court for Northern Illinois. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of these courts in any action related to this Release.
13. **ENTIRE AGREEMENT.** There are no representations, understandings, or agreements between the Patient and ISHRS other than this Release. All prior agreements, if any, with respect to the subject matter of this Release, verbal or written, are no longer effective once this Release is executed.
14. **ACKNOWLEDGEMENT.** Patient hereby represents and acknowledges that Patient read the foregoing Release, knows its contents, and is executing this Release as a free and voluntary act.

Patient Signature: _____

Print Name: _____

Date: _____