



## Host Agreement and Release of Liability

WHEREAS the American Society for Dermatologic Surgery ( "ASDS") has implemented the ASDS International Traveling Mentorship Program (the "Program") as an effort to enhance the exchange of information and body of knowledge of dermatologic surgery between the US and International community of dermatologic surgeons; and

WHEREAS, the undersigned, \_\_\_\_\_ (hereinafter "Host"), has agreed to participate in the Program by hosting one or more traveling mentors ("Traveling Mentor(s)") to conduct live dermatologic surgical demonstrations and procedures ("Procedures") at or in connection with the Host's institution and/or private practice (the "Host Institution")

AND

WHEREAS, the Host confirms that he/she has the proper authority to act on behalf of the individual practice or institution (hereinafter "Host Institution") serving as the teaching and patient care venue.

IN CONSIDERATION OF ASDS selecting and paying for the costs of economy airfare travel for those Traveling Mentor(s) assigned to participate in the Program with Host, Host hereby acknowledges and agrees as follows:

- I. Host's Responsibilities. Host shall be responsible for hosting Traveling Mentor(s), including, without limitation:
  - A. providing local transportation, lodging and meals for the Traveling Mentor(s);
  - B. providing the appropriate medical facilities, equipment, and supplies for the Procedures, including, but not limited to, disposable wear for all attendees (gowns, booties, hats, masks, gloves), changing rooms and scrubs for attendees and surgeons (if applicable, per facility rules), procedure/operating rooms with required safety equipment, and all medical and surgical supplies and instruments including anesthesia;
  - C. coordinating the onsite logistics, including providing staff and other medical personnel, as required;
  - D. obtaining temporary licenses for the Traveling Mentor(s);
  - E. confirming that the Traveling Mentor(s) have current malpractice insurance to cover any surgical procedures that they may perform as ASDS International Traveling Mentor(s) or, if not, obtaining such insurance on Traveling Mentor(s)' behalf;
  - F. selecting volunteer patients and obtaining participation agreements and written consents as set forth in Section II below;
  - G. making final decisions on selected cases;
  - H. determining other colleagues or personnel invited to attend and observe, with agreement of the Traveling Mentor(s);

- I. serving as the sole source for any follow-up patient care that may be required; and
- J. providing ASDS with periodic updates regarding developments in the Program.

II. Patient Consents. The Host shall obtain the proper written consents from volunteer patients for any Procedures to be performed (“Consents”), and shall maintain the Consents on file with the Host Institution for a period of ten (10) years. Host shall make copies of such consents available to ASDS upon request. All such Consents shall confirm the following:

- A. That the patient has been advised of any reasonably known medical risks associated with any Procedures to be performed, including any increased risks associated with having the Procedures performed;
- B. That the patient understands and agrees that the Procedures may be: (i) performed in the presence of physician attendees, (ii) recorded in video, audio or any other recording medium (“Recordings”), and (iii) such Recordings may be broadcast, republished, and/or distributed in any form or media for future education of additional physicians;
- C. That the ASDS is not responsible for the performance or outcome of any Procedures performed; and
- D. That the patient will be responsible for obtaining any follow-up care that may be required.

III. Recording and Broadcast Rights. Host understands that ASDS and/or the Host may, in whole or in part, (i) record the Procedures via videotape, DVD, CD-ROM and/or other recording medium as set forth above; and (ii) broadcast the Recordings live, via video feed, Web cast, or satellite, and/or archive the Recordings for future publication and distribution, via any electronic media, including, without limitation, videotape, DVD, CD-ROM, Internet, or satellite, with the sole purpose of educating physicians. Such Recordings shall be the property of the party who creates them. If Host produces any Recordings of the Procedures, Host shall provide such Recordings to ASDS without charge (except reasonable cost of copying, if any), and ASDS shall have the non-exclusive, unrestricted, worldwide, royalty-free license to copy, distribute, excerpt and otherwise use such Recordings, in any format or media (whether electronic, printed or any other media now known or that may be developed), for any ASDS purpose at any time.

IV. Representations and Warranties. Host represents and warrants that:

- A. Host has disclosed this Agreement to the Host Institution and has received the approval and consent of the Host Institution to host the Traveling Mentor(s) and otherwise perform Host’s responsibilities as set forth in this Agreement.
- B. Host shall carry appropriate insurance in such dollar amount as necessary to protect Host against any claims arising from any activities conducted in connection with the Program and to indemnify ASDS as provided in this Agreement.
- C. Host and the Host Institution shall conform to all proper medical practices and procedures for the treatment of patients for whom no medical history is available, including adherence to universal precautions, with respect to any contact they may have during the Procedures with volunteer patients.
- D. Host or its designee shall advise all volunteer patients of any reasonably known medical risks associated with the Procedures, including any increased risks associated with having the Procedures performed by the Traveling Mentor(s), and shall obtain specific written consents as set forth in Section II above.

- E. Host shall advise all volunteer patients that ASDS is not responsible for the performance or outcome of the Procedures performed, and that the patients shall have sole responsibility for obtaining any follow-up care that may be required. Host or its designee shall further advise subject patients that their participation in the Procedures is voluntary, that the Procedures are being conducted for educational and training purposes, and that patients shall receive no compensation for their participation.
- F. The conduct of the Procedures at the Host Institution shall not violate any laws of the country, region or municipality regarding public health and welfare.

V. Indemnification and Release.

- A. Host shall indemnify, defend, and hold ASDS and its respective directors, officers, managers, members, staff, employees and agents harmless from and against: (i) any damages or charges resulting from violation of any laws, ordinances, rules, or regulations by Host or the Host Institution; and (ii) any and all other claims, expenses (including reasonable attorneys' fees), and liabilities whatsoever arising, directly or indirectly, from any breach of Host's representations herein, or the actions or inactions of the Host or his representatives in connection with Host's participation in the Program.
- B. Host (on his/her own behalf and on behalf of any heirs, administrators, executors or others claiming by or through Host) hereby waives, releases and forever discharges ASDS and its existing, former and future directors, officers, managers, members, staff, employees, agents, representatives, affiliates, and related entities, of and from liability for any death, injury, loss or damage and any and all claims, actions, charges, suits, liabilities, contracts, agreements and promises, of any kind or nature whatsoever, which Host may have or assert against any of them, arising out of or relating to Host's participation in the Program, including but not limited to Host's hosting of Traveling Mentor(s) and other responsibilities of Host set forth in this Agreement, as well as any other Program activities in which Host participates.

VI. Termination. ASDS may cancel this Agreement and terminate Host's participation in the Program upon written notice to Host at any time if Host fails to comply with any of the terms of this Agreement or for any other reason in ASDS's sole discretion.

**I, Host, have read this Host Agreement and Release of Liability and agree to be bound by its terms until confirmation of written receipt of notification from me that I decline further involvement in the ASDS International Traveling Mentorship Program.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Date: \_\_\_\_\_