



Mentor Agreement and Release of Liability

WHEREAS the American Society for Dermatologic Surgery (“ASDS”) has implemented the ASDS International Traveling Mentorship Program (the “Program”) 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, [Name] (hereinafter “Mentor”) has applied to participate as a traveling mentor in the Program.

IN CONSIDERATION OF the provision to me of the costs of economy airfare travel (as set forth in the Program guidelines) and other good and valuable consideration, I hereby acknowledge and agree as follows:

1. I will not accept additional honoraria or reimbursements for my participation in the Program beyond that which may be provided directly from ASDS and/or the local physician serving as my sponsor/host in collaboration with ASDS (“Host”) or the Host’s institution and/or private practice (“Host Institution”).
2. I participate in the Program at my own risk. I (on my own behalf and on behalf of any heirs, administrators, executors or others claiming by or through me) hereby waive, release and forever discharge ASDS and its existing, former and future directors, officers, managers, members, staff, employees, agents, representatives, subsidiaries, predecessors, successors, 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 I may have or assert against any of them, arising out of or relating to my participation in the Program, including but not limited to my travel to and from the country of the Host and/or the Host Institution, my participation in lectures and demonstrations, and any activities in which the Host or the Host Institution asks me to participate.
3. I understand that ASDS, the Host and/or the Host Institution may, in whole or in part, (i) record my lecture(s), surgical demonstration(s) or procedure(s) (collectively, “Procedures”) via videotape, DVD, CD-ROM and/or other recording medium; and (ii) broadcast my Procedures live, via video feed, Web cast, or satellite, and/or archive the Procedures 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. I further understand that any Recordings made of the Procedures shall be provided to ASDS, 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.
4. I shall confirm with the Host the following:
 - a. 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 has executed the proper consents for any Procedures to be performed, which consents shall include, at a minimum, the statements required under Section II of the Host Agreement and Release of Liability; and
 - c. That I maintain current malpractice insurance to cover any surgical procedures I may perform as an ASDS International Traveling Mentor, or, if not, that the Host as obtained such insurance on my behalf.

d. That the patient has sole responsibility for obtaining any follow-up care that may be required.

5. I hereby represent and warrant that:

- a. All medical recommendations and demonstrated techniques will be based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contraindications in the care of patients, and all scientific research referred to, reported or used in this activity in support of justification of patient care recommendation will conform to the generally accepted standards of experimental design, data collection and analysis.
- b. I shall know and disclose to all audiences the FDA approval status of all medical devices and pharmaceuticals for the uses discussed or demonstrated in my Procedures.
- c. I have purchased professional liability insurance, or it has been purchased on my behalf, in an amount sufficient to satisfy any claims that may be asserted against me in connection with my participation in the Program.
- d. The content of any presentation that I make during my participation in the Program shall be accurate to the best of my knowledge; shall not violate any copyright, proprietary rights or personal rights of others; and the materials, including photographs, used shall not identify, by name or otherwise, suggest the identity of, or present a recognizable likeness of any patient or other individual; or, if they do, I shall have obtained all necessary written consents from the subject individual for the further use, distribution and publication of such materials, including, without limitation, specific consent not only to use the image in the presentation, but also in any future broadcast, publication or dissemination of the presentation in any form or media.
- e. I 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 I may have with patients. In the event that I incur a needle stick injury, cut, or other exposure to blood-borne pathogens, I shall immediately notify ASDS and take such other follow-up measures as deemed appropriate.

6. I hereby indemnify and hold ASDS, and respective directors, officers, managers, members, staff, employees and agents harmless from and against any and all claims, expenses (including reasonable attorneys' fees), and liabilities whatsoever arising, directly or indirectly, from any breach of my representations herein, or my actions or inaction at, or participation in, the Program.

7. I understand that failure to comply with all of the above may result in termination of my status as an approved ASDS International Traveling Mentor.

I have read this Mentor 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: _____

Date: _____