



INTERNATIONAL HAIR TRANSPLANT INSTITUTE
1070 Powers Place . Alpharetta . GA . 30004 Phone: 800.368.4247

Photo/Video Release Agreement

1. **Parties:** The parties to this Photo/Video Release Agreement (the "Agreement") are:

- A. _____ ("Patient")
- B. International Hair Transplant Institute, Inc. ("IHTI"), DHI and John P. Cole, MD (hereinafter collectively referred to as "IHTI")

2. **Recitals:** This Agreement is entered into with respect to the following facts.

- A. IHTI is in the business of providing surgical hair transplantation/restoration procedures to the general public.
- B. IHTI has performed a hair transplantation procedure on Patient
- C. IHTI desires to use certain video images of Patient in commercial advertisements and in medical and educational literature.
- D. Patient is willing to permit the use of said images by IHTI based on the following terms and conditions stated herein.

3. **Agreement:**

- A. Patient hereby grants IHTI the exclusive right to video and/or record (audio and visual) Patient and to use and/or exploit the video(s), or other film reproduction of his/her physical likeness, actions, physical performance as well as sounds, sound effects, speech, and musical performance (hereinafter "film") for IHTI's use which includes but is not limited to; commercial promotion and/or publication, advertisements, medical training, client file video and educational purposes. Patient hereby grants IHTI all publicity rights with regard to the film.
- B. IHTI shall have exclusive control regarding all aspects of the format, layout and/or design, the determination of the use of the film, and the media chosen for the usage and dissemination of the film.
- C. Patient hereby grants IHTI the right, without limitation, to use any biographical information about Patient and any such portions of Patient's life story that Patient relates to IHTI with respect to the film. Patient hereby grants IHTI the right to any words, music or other intellectual property Patient creates or invents in the film.
- D. Patient shall not enter into any other agreement that allows any competitor of IHTI or any entity and/or physician in the business of performing hair transplantation and/or restoration procedures and/or hair replacement systems the right (exclusive or non-exclusive) to use Patient's film or other images for any purpose whatsoever.
- E. IHTI shall have exclusive ownership rights to the film including all copies and negatives related thereto.
- F. Patient hereby waives his/her right to assert any claim, cause of action or demand whatsoever, in law or in equity, arising or claimed to arise out of IHTI's use of the film.
- G. Patient will hold IHTI harmless against all liabilities, demands, damages, expenses or losses arising out of IHTI's use of the film.

entering into this Agreement.

5. **Integration:** This Agreement constitutes a single integrated written contract expressing the entire agreement of the Parties. There are no other agreements, written or oral, express or implied, prior or collateral, between the Parties, except the agreement set forth herein. No representative of any party hereto has or had any authority to make any representation or promise not contained in this Agreement, and each of the Parties acknowledges that he/she has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified or changed except by a written instrument signed by each of the Parties.

ACCEPTED AND AGREED to *International Hair Transplant Institute*

Patient Signature

Date: _____

City, _____ State