REIMBURSEMENT AGREEMENT

Participant's Name: _____

S.S. No.: XXX-XX-_____ Date of injury: _____

Street Address: _____

City / State / Zip Code: _____

Who was injured? (Check all that apply.)

☐ Employee ☐ Dependent Spouse ☐ Dependent Child

Full name(s) of injured Participant or Dependent(s):

_____

_____

Address of injured Dependent if different from Employee's:

_____

_____

In consideration of the payment of certain medical and/or temporary disability claims by the Beer Industry-Local Union No. 703 Health and Welfare Fund ("Welfare Fund"), which payments have been made on my behalf or on behalf of any of my covered dependents, I (we), for myself and for any of my injured covered dependents to whom or for whom such payments were made, agree as follows:

1. To reimburse Beer Industry-Local Union No. 703 Health and Welfare Fund for all such payments in the event of any recovery, whether by suit, settlement or otherwise, from any person or entity that is or may be found legally responsible to pay or reimburse me or my dependents for such injuries, but only to the extent of benefits paid by Beer Industry-Local Union No. 703 Health and Welfare Fund, and

2. That a lien exists in favor of Beer Industry-Local No. 703 Health and Welfare Fund upon all sums of money recovered in connection with such injuries, to the extent of the benefit payments made by Beer Industry Local 703 Health & Welfare Fund, and

3. That Beer Industry-Local Union No. 703 Health and Welfare Fund's lien and right of reimbursement extend both to any recovery from the person responsible for the injuries to me or my dependent, or from that person's insurer, and to any right of recovery under a policy of insurance covering me and/or my dependents, including but not limited to recovery under the Medical Payments, Uninsured Motorist or Underinsured Motorist coverage of an automobile insurance policy, and

4. That, to the extent that I am legally responsible for payment of medical bills incurred by my dependent child, I will not waive or abandon my claim against any responsible third party for reimbursement of the medical expenses of my dependent child, and I (we) agree that any recovery will be deemed to include both recovery for the dependent child's injuries and for the medical bills for which I am responsible.

The term "I (we)" indicates that I am entering into this Agreement both on my own behalf and on behalf of any dependent on whose behalf benefits were paid by Beer Industry-Local Union No. 703 Health and Welfare Fund. If my injured dependent is a minor or otherwise legally incapacitated, I represent that I am the legally authorized representative of any legally incapacitated dependent named above.

Signed _____ Dated _____
Participant

Signed _____ Dated _____
Participant, on behalf of Dependent(s) named above

Signed _____ Dated _____
Participant's Spouse (if injured)