

This Membership Program is being offered by Air Medical Resource Group ("the Company"). By enrolling in the Membership Program, your Membership is valid with those affiliated companies of AMRG collectively referred to as "Affiliates" or an "Affiliate") and that are listed on the AMRG website. I agree that:

I agree that:

- The Membership applies to me, my spouse/partner and dependent children under the age of 26 who are insured through my policy and who are listed in my Application (each a "Member");*
- I am the individual applying for membership;*
- I am the legal representative of each Member listed in my Application;*
- I am duly authorized by each Member to execute this application and to accept its terms and conditions on their behalf;*
- The Membership is valid for one (1), two (2) or three (3) years upon submission of a completed application and beginning at the time that my non-refundable payment is processed, unless otherwise authorized by the Company; unless I have chosen the two (2) or three (3) year option, my membership is only valid for one (1) year*
- All services covered by the Membership, including the Transport, must be arranged through, authorized by and performed by an Affiliate;*
- The membership extends to all Air Medical Resource Group Programs nationwide. If you are transported by any Affiliate, you are covered by your local membership at no additional cost;*
- To the extent that state or federal law prohibits Medicaid beneficiaries from being offered membership or being accepted into membership program, by applying, each Member certifies to the Company that they are not Medicaid beneficiaries;*
- The Membership covers only a medically necessary transport, only a transport scheduled through a sending facility/emergency dispatch, only a transport arranged through an Affiliate, only a transport provided by an Affiliate, only an emergent transport, only a transport to the closest appropriate hospital, only a transport within the Affiliate's scope of care and only a transport of a Member (collectively "Transport").*
- Medical necessity is determined by the attending physician;*
- The Transport will be to the closest appropriate medical facility as determined by physicians or EMS personnel;*

- *Membership only covers a Transport provided by an Affiliate. If an Affiliate does not transport you, you will be responsible for payment of the bill;*
- *There is no limit to the number of transports a Member may take during the term of the Membership;*
- *In the event that a Member is in need of Transport, if possible, they will notify the hospital/physician that they have a Membership and will request a Transport from the Company or an Affiliate;*
- *I will pay the billed charges for a Transport that does not fall within the Transport criteria, as set out above;*
- *AMRG will bill my insurance company, the insurance plan administrator or any other responsible third party payer (collectively the "Insurance Company") for the Transport;*
- *If I have not done so already, I assign the Company all rights, title and interest in all benefit plans, insurance policies or insurance contracts from which my dependents or I are entitled to recover or be paid as a result of the services provided by the Company, to the fullest extent that such assignments are permitted by law or my benefit plans, insurance policies, or insurance contracts. These assignments include, but are not limited to, the right to bring any and all claims that might relate to payment for services provided by the Company, whether sounding in tort or contract, including the right to bring claims for breach of fiduciary duty;*
- *I will notify the Company within five (5) business days of any change or cancellation of my Insurance or of a Member;*
- *The Membership fee covers only a small fraction of the cost of a Transport;*
- *The Company will accept the amount paid by my Insurance Company as payment in full but only if the amount is equal to the Company's billed charges;*
- *The Company may, in its discretion, agree to accept less than the billed charges but only through written approval by the Company;*
- *I agree to cooperate with and to assist the Company in pursuing the full amount of the billed charges and all claims for reimbursement under my insurance policy/plan, including but not limited to, signing required documents, assisting with an appeal and authorizing an attorney selected by the Company to file a lawsuit in my name against my Insurance Company, or any other responsible party, in order to compel payment for benefits, or otherwise, under the terms of my contract for insurance;*

- *I will immediately remit to the Company any payment made to me, made to a Member, made to my legal counsel or made to any other party on their behalf, by my Insurance Company or anyone else, relating to the Transport;*
- *I will not to sign a release, or any other document, that will or purports to accept less than the billed amount without the Company's written consent;*
- *If my Insurance Company argues that I will not suffer or have not suffered a recognizable harm in order to maintain a case (or if a substantially similar argument is advanced), I agree to pay the Company \$10 a month for a period of time in order to provide evidence of the harm;*
- *The membership fee constitutes prepayment for any deductible, copayment or other out-of-pocket expense not covered by my Insurance, so I will be relieved of any out of pocket expense following Transport (except for the \$10 monthly payment, and only to the extent necessary).*

The Company agrees as follows:

- *To work on your behalf with your Insurance Company to secure payment of the Transport;*
- *To bill my Insurance Company for the Transport;*
- *To select my attorney to represent me and/or the Member to collect or compel payment by my Insurance Company;*
- *Upon the conclusion of all legal and other actions taken by you or the Company to collect the billed charges, to waive its right to collect from you any portion of the billed charges, provided that you and the Member complied with the terms of this Agreement;*
- *To pay all expenses, court costs, and attorney fees that are incurred in attempting to collect money from my Insurance Company through the attorney selected by the Company;*
- *To waive the payment of the co-pay.*

Both parties agree as follows:

- *Under some circumstances, the Company or an Affiliate may not be available to provide a Transport. This may be due to weather conditions, maintenance, aircraft previously committed to another transport, FAA restrictions, governmental market restrictions or other factors;*
- *This Membership is non-transferable;*
- *This Membership cannot be honored by an unaffiliated air*

- medical providers. Federal law may prohibit the routine waiver of co-pays for services covered by Medicare or Medicaid;*
- The Company will not honor another unaffiliated air medical provider membership;*
 - If there is a breach of the Membership terms, the breaching party can seek remedies at law and in equity. In addition to any other remedies available at law or in equity, the parties acknowledge and agree that damages may not be an adequate remedy and that they are entitled to enforce their rights hereunder by way of injunction, by restraining order, by an order to compel performance of any term of this Agreement or through other relief to enjoin any breach or default of this Agreement. The breaching party agrees to pay all costs, expenses and reasonable attorneys' fees, as awarded by the court, incurred by the non-breaching party to enforce the obligations hereunder;*
 - This Agreement shall be construed under the laws of the State of Utah, that jurisdiction shall be in any court of competent jurisdiction in Utah and that venue shall be in Salt Lake County, Utah;*
 - That this Membership Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by any party relative to the subject matter hereof, which are not expressly set forth herein; This Membership is not an insurance product or an insurance contract;*
 - This Membership cannot be considered as secondary insurance coverage or as supplemental coverage to any insurance policy;*
 - All prior Membership terms and conditions are revoked and superseded by these published terms. If you do not agree to these terms, you are required to notify the Company and you will receive an immediate refund of the membership fee that you paid;*
 - The Membership rules and benefits are subject to change by the Company without notice.*