

SUBROGATION AGREEMENT

In consideration of the payment of medical and/or disability benefits which may be paid to me (or my spouse or dependent) or on my behalf by the Painters and Allied Trades District Council #82 Health Care Plan ("Fund") arising from the injury or illness that occurred or commenced on _____(date), I assign to the Fund, to the extent of payments made by the Fund, all of my claim or cause of action against any person or legal entity that may be legally liable for my injuries. If I receive or have already received any payment for the same injury or illness, I agree to reimburse the Fund to the extent of its payments.

I agree that the subrogation right of the Fund is a first-priority claim against any third party and the Fund shall be reimbursed before any other claim for general damages is paid, including that of the undersigned even though I may not be fully compensated for my injuries or illness.

I further agree that I will avoid doing anything which would prejudice the Fund's subrogation right or right of reimbursement from a third party, and that I will make no settlement nor sign any release without the prior written consent of a representative of the Fund.

Signed at _____, this _____ day of _____, 20____

Witness

Signature of Claimant or Claimant's Parent, Guardian or Legal Representative

Printed Name of Claimant

Social Security Number

Attorney

Attorney's Address

Attorney's Telephone Number