**RELEASE AND INDEMNITY AGREEMENT**

**Please send completed questionnaire to**

HealthSmart Benefit Solutions

PO Box 1014

Charleston, WV 25324-1014

Fax: 806-473-2535

THIS AGREEMENT is made and entered on the date below by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name), residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(hereinafter called the “Claimant”) and New York State United Teachers Member Benefits Catastrophe Major Medical Insurance Trust, having its principal place of business at 800 Troy-Schenectady Road, Latham, New York 12110 (hereinafter called the “Trust”).

WHEREAS Claimant represents that the following statements are true:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “the covered Participant”) is a covered Participant under the

Catastrophe Major Medical Plan, Policy No: CMMI-003 and Policy No: CMMI-004 (“Plan”).\_\_

2. The covered Participant is deceased and Claimant is the covered Participant’s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert

nature of relationship to the covered Participant (spouse, parent, child, etc.)].

3. No formal estate proceeding relating to the covered Participant has been commenced or will be.

4. Claimant reviewed and understands the Plan’s rules for order of payment to beneficiaries of deceased Participants.

5. Claimant is legally entitled to receive all money due and owing to the covered Participant pursuant to the Plan under the Plan’s rules.

6. Claimant understands and agrees that the Trust may reasonably rely on such representations above-made.

IT IS HEREBY AGREED that Claimant, claiming the covered Participant’s benefits, shall receive all money due and owing to the covered Participant pursuant to the Plan; and

NOW THEREFORE, in consideration of the payment by the Trust, Claimant hereby agrees to release and forever discharge the Trust from any and all further liability under the Plan for benefits or any other sum due or claimed to be due to the covered Participant and further agrees, in the event of any claim or claims, damages, actions or causes of action, at law or equity, presented or instituted by anyone in connection with any money due or claimed to be due from the Trust to the covered Participant, to hold harmless, indemnify and defend the Trust and its officers, directors, trustees, employees, and agents against any and all claims, damages, actions or causes of action, at law or equity, that the Trust may be called upon to pay or defend under the Plan, together with all costs and expenses incidental thereto, including attorney’s fees.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On day of , 20 personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

(Notary Public)

My Commission Expires: