AirMedCare NETWORK®

A Global Medical Response Solution

MEMBERSHIP APPLICATION - Coles-Moultrie Electric Cooperative

1. MEMBER INFORMATION (please print)

Primary Member First Name	Primary Member Last Name			
Home Phone Number ( )	Cell Phone Number ( )	Date of Birth / /		
E-mail Address		Current Member Household ID#		
Mailing Address	City	State	Zip	County
Home Address (if different than above)	City	State	Zip	County

I AGREE TO THE TERMS AND CONDITIONS V.01.2021 *(shown within this document)* **FOR ALL MEMBERSHIP PRODUCTS I AM PURCHASING.**

Initials _____ Date _____

FOR QUESTIONS OR TO ENROLL BY PHONE:

Ryan Storm
Membership Sales Manager
217-441-1386
Ryan.Storm@gmr.net
AMCNRep.com/ryan-storm

2. ADDITIONAL HOUSEHOLD MEMBERS (for additional members, write in empty space on this application)

Secondary Member First Name	Secondary Member Last Name	Date of Birth
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /

3. MEMBERSHIP AND BILLING OPTIONS (select one)

☐ **Monthly Membership Payment Option**

I Authorize Coles-Moultrie Electric Cooperative to add $5.00 per month to my bill and to disperse the money as payment for my AirMedCare Network Membership. I understand that this authorization will stay in effect as long as I am a member of AirMedCare Network, or until I submit a cancelation in writing.

Signature as it appears on bill _____ Account number (if known) _____

A member's membership will be effective 15 calendar days after receipt by AirMedCare Network of the member's first monthly Membership fee and will continue thereafter as long as monthly Membership fees are paid, but will terminate automatically without notice if no monthly Membership fee is received by AMCN from member for a 60 calendar day period.

A member may discontinue their AMCN membership at any time by signing a discontinuation notice (as provided by AMCN).

Coles-Moultrie Electric Cooperative and AirMedCare Network are not affiliated. Coles-Moultrie Electric Cooperative is not responsible for any of AMCN's acts or omissions, and AMCN is not responsible for any of Coles-Moultrie Electric Cooperative acts of omissions. All AMCN membership relations are directly between AMCN and it's members.

By signing this authorization I agree to the terms stated above and acknowledge that I authorized to have the additional $5.00 AMCN fees added to my Coles-Moultrie Electric Cooperative bill. I also understand that I will communicate directly with AirMedCare Network for Membership Member Service.

Please return this application with your next electric bill.

X _____
Signature required

/ / _____
Date

FOR OFFICE USE ONLY
PLAN CODE 2362

AMCN EMERGENT COVERAGE	10 YEAR[1]	5 YEAR[1]	3 YEAR[1]	1 YEAR
Discounted Rate	☐ $589	☐ $299	☐ $199	☐ $79

[1] Multi-year memberships not available in AK & CA. 10-year membership not available in IN. Terms & conditions apply.

☐ **Check or Money Order** *Payable to:* AirMedCare Network, P.O. Box 948, West Plains, MO 65775

☐ **Automatic checking account transfer** (attach a voided check)

Name on Bank Account _____ Routing Number _____ Account Number _____

☐ **Credit Card** ○ mastercard ○ VISA ○ DISCOVER ○ AMERICAN EXPRESS

Credit Card Number _____ Expires _____ 3 digit CVV# _____

STATEMENT OF AUTHORIZATION I authorize AirMedCare Network to initiate the EFT withdrawal as indicated on this form. If I have elected to pay via credit card, I agree to abide by all terms and conditions of my credit card agreement. If I have elected to pay via EFT, I authorize my financial institution to transfer the amount indicated on the attached voided check to AirMedCare Network. Adjusting entries to correct errors are also authorized. It is agreed that these debits and adjustments will be made electronically and under the rules of the National Automated Clearing House Association (NACHA).

X _____
Signature required for automatic withdrawal

/ / _____
Date

FOR OFFICE USE ONLY
PLAN CODE 3107

AIR EVAC LIFETEAM

GUARDIAN FLIGHT

MED-TRANS

REACH℠

FOR OFFICE USE ONLY

GET CODE	TRACK CODE	PLAN CODE
	15009	3107

COUPON CODE 3107-IL-BUS

AIRMEDCARE NETWORK* TERMS AND CONDITIONS

AirMedCare Network ("**AMCN**") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "**Insurance**" or "**benefits**" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT**. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

**Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.*

v.01_2021

IMPORTANT INFORMATION

If our network provider in your area is not requested for your transport or if it is not available for any reason such as being committed on another patient flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out of network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.