AFFIDAVIT AND DECLARATION OF DOMESTIC PARTNERSHIP FOR ENROLLMENT IN PLAN (Rev. June 2000)

We, the undersigned, acknowledge receipt of the Inlandboatmen's Union of the Pacific National Health Benefit Trust First Restated Plan for Domestic Partners. We have reviewed the Plan and understand the limitations on initial eligibility and continuing eligibility contained therein and acknowledge that the Trustees of the Trust have the authority to amend the Plan.

We declare under penalty of perjury:

1. We are both eighteen years of age or older.

2. We share a close personal relationship and are responsible for each other's common welfare.

3. We are each other's sole domestic partner.

4. Neither of us is married nor have either of us had another domestic partner within the prior twelve calendar months.

5. We are not related by blood, or if either of us is adopted, by blood to the adopting parent of the adoptee.

6. We share the same regular permanent residence with the intent to do so indefinitely.

7. We have agreed to be responsible for each other's basic living expenses which are the cost of basic food, shelter, and any other necessary expense of the domestic partner.

8. We are at this time mentally competent to consent to a contract of domestic partnership and were so mentally competent when our domestic partnership commenced.

9. We understand and acknowledge that neither the domestic partner nor the domestic partner's children have rights to continuing coverage under the COBRA program established by the Trust.

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10. We understand that under applicable federal and state income tax law, coverage afforded the domestic partner will result in additional imputed taxable income to the participant, that the participant must send to the Administrator an amount determined by the Trustees as the required tax on that income, that failure to pay that amount when due will cause the de-enrollment of the domestic partner and his/her children, and that they can not be reinstated for one year. FICA (Social Security) taxes will also be withheld and paid. The amounts withheld will be paid to the United States by the Administrator when they become due.

11. If any of the domestic partner's dependents are to be covered, we acknowledge that the partner has sole or joint legal custody of the dependent, and the domestic partner provides the majority of the dependent's support, and that the child is:

a. Unmarried and under the age of 19; and

i. A natural child of the domestic partner; or

ii. A legally adopted child of the domestic partner; or

iii. A child "placed" with the domestic partner for the purpose of legal adoption in accordance with state law. ("Placed" for adoption means assumption and retention by the employee of a legal obligation for primary support of a child in anticipation of adoption of such child. However, if adoption is not finalized, the Trust reserves the right to request a refund of benefits already paid for said child); or

b. Is unmarried and has reached age 19, it continues to depend on the domestic partner for support if:

i. The child is enrolled in a recognized educational institution as a full time student (12 credit hours or equivalent, not less than 8 months of the year) and has not attained the age of 26; or

ii. The child cannot support him or herself because of a developmental or physical disability so long as all the following are met:

- The child became disabled before reaching the limiting age; and

- The child is incapable of self-sustaining employment by reason of developmental disability or physical handicap; and

- Within 31 days of the child reaching the limiting age, the participant furnishes proof of disability to the Trust Office. The Trust Office must approve the request for coverage to continue; and

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- At least once a year, and after the two-year period following the child's attainment of the limiting age, the participant provides the Trust Office with proof of the disability.

12. Each of us understands and agrees that, if either of us has made a false statement regarding either our qualification as a domestic partner or the dependent of a domestic partner or has failed to comply with the Rules of the Trust and the Trust suffers any loss thereby, the Trust may bring a civil action against either or both of us to recover its losses, including reasonable attorneys' fees and court costs or at its sole option, may offset prospective benefits properly payable to either of us in order to recover such loss, and that jurisdiction and venue in any such action shall be in Portland, Oregon.

13. Each of us understands that, in addition to the eligibility requirements of the Trust related to domestic partner coverage, there are other Rules applicable to eligibility of the participant which shall govern our initial and continuing eligibility for benefits and that there are provisions within the provider agreements that the Trust has entered into in order to provide benefits which may limit various rights, for example and without limitation, (1) a requirement that each of us arbitrate any and all claims, including malpractice claims against the health plan we choose and its related organizations and providers; and, (2) the right of the health care plan selected to terminate coverage on the grounds set forth in the service agreements, including, without limitation, termination due to fraud or misrepresentation of eligibility. By executing this Affidavit and Declaration, each of us agrees to be bound by the terms and conditions of coverage of the health care plan selected.

14. Each of us agrees to immediately notify the Trust in writing if we terminate our domestic partnership or any dependent becomes ineligible and acknowledge that we shall both be responsible for all losses to the Trust, including reasonable attorneys' fees and court costs, should either of us fail to so notify the Trust.

15. Each of us understands that the Trustees have the right, at any time, to require additional satisfactory proof of our ongoing domestic partner status and the status of a domestic partner's dependents.

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We declare under penalty of perjury under the laws of this state that the foregoing is true and correct and that this Affidavit and Declaration of Domestic Partnership was executed on:

_____ *(date), at:*

_____ *(city/state)*.

_____ _____

Signature (Participant) Signature (Domestic Partner)

_____ _____

Printed Name Printed Name

(Notarization form)

_____

Notary Public

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