



# EMPLOYEE WELLNESS CENTER – BARTLESVILLE RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION FOR PHILLIPS 66 COMPANY ("PHILLIPS 66") ALLOWING MY AND/OR MY MINOR'S USE OF THE PHILLIPS 66 WELLNESS EXERCISE PROGRAMS, ACTIVITIES AND OTHER SERVICES (COLLECTIVELY "FACILITY"), I, THE UNDERSIGNED, FULLY UNDERSTAND AND AGREE TO ASSUME THE SOLE RISK OF SUCH USE. ACCORDINGLY, I, ON BEHALF OF MYSELF, MY SPOUSE (INCLUDING ANY COMMON-LAW SPOUSE OR DOMESTIC PARTNER), HEIRS, ESTATE AND ASSIGNS, EXPRESSLY AGREE TO RELEASE AND HOLD HARMLESS PHILLIPS 66, CONOCOPHILLIPS COMPANY ("CONOCOPHILLIPS"), CHEVRON PHILLIPS CHEMICAL COMPANY LLC ("CHEVRON PHILLIPS"), AND EXOS WORKS INC. ("EXOS"), THEIR RESPECTIVE PRESENT, FORMER OR FUTURE PARENTS, SUBSIDIARIES, DIVISIONS AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, HEIRS, LEGAL SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, EXPENSES OR LIABILITIES ARISING UNDER ANY CAUSE, OR CLAIMED UNDER ANY THEORY OF LAW, THAT MAY ARISE FROM ANY PROPERTY DAMAGE OR LOSS, INJURY, ILLNESS, OR DEATH, INCLUDING THAT WHICH MAY RESULT TO ME AND/OR MY MINOR, DURING OR ARISING IN ANY WAY FROM MY AND/OR MY MINOR'S USE OF THE FACILITY INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIMS ARISING FROM THE NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, SOLE OR CONCURRENT) OF ANY OF THE RELEASED PARTIES.

I understand and agree that it is my responsibility to assess the hazards presented by use of the Facility and further agree that I am the ultimate judge as to whether I and/or my minor can use the Facility without risk or injury to ourselves.

If a medical clearance must be obtained prior to my and/or my minor's use of the Facility, I agree to consult a physician and obtain written permission prior to use of the Facility.

I agree that I am responsible for monitoring my and my minor's condition during use of the Facility, and if any symptoms occur, my minor or I will cease such use and seek assistance immediately.

I understand that use of the Facility is voluntary and is not a requirement of Phillips 66, ConocoPhillips, Chevron Phillips or EXOS.

By signing this Release, Waiver of Liability and Indemnification Agreement, I affirm that I have read this form in its entirety, that I understand its content and that I am signing it voluntarily. I also affirm that my questions regarding the Facility have been answered to my satisfaction.

## COMPLETE THIS SECTION ONLY IF 18 YEARS AND OLDER:

\_\_\_\_\_  
Printed Full Name, if age 18 or older (First, Middle, Last)

\_\_\_\_\_  
Signature, if age 18 or older

\_\_\_\_\_  
Date

### Participant Classification

- \_\_\_ Phillips 66 Employee
- \_\_\_ Phillips 66 Spouse
- \_\_\_ Phillips 66 Common-Law Spouse
- \_\_\_ Phillips 66 Domestic Partner
- \_\_\_ Phillips 66 Child (Over age 18)
- \_\_\_ ConocoPhillips Employee
- \_\_\_ ConocoPhillips Spouse
- \_\_\_ ConocoPhillips Common-Law Spouse
- \_\_\_ ConocoPhillips Domestic Partner
- \_\_\_ ConocoPhillips Child (Over age 18)
- \_\_\_ Chevron Phillips Employee
- \_\_\_ Chevron Phillips Spouse
- \_\_\_ Chevron Phillips Common-Law Spouse
- \_\_\_ Chevron Phillips Domestic Partner
- \_\_\_ Chevron Phillips Child (Over age 18)
- \_\_\_ Other: \_\_\_\_\_

**COMPLETE FOR MINOR DEPENDENT (UNDER 18 YEARS OLD) ONLY:**

Indemnification for Minor: THE UNDERSIGNED PARENT OR GUARDIAN OF THE MINOR NAMED BELOW FURTHER AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, EXPENSES OR LIABILITIES ARISING UNDER ANY CAUSE, OR CLAIMED UNDER ANY THEORY OF LAW, THAT MAY ARISE FROM ANY PROPERTY DAMAGE OR LOSS, INJURY, ILLNESS OR DEATH THAT MAY BROUGHT, ALLEGED OR INCURRED BY OR ON BEHALF OF THE MINOR AND DURING OR ARISING IN ANY WAY FROM THE MINOR'S USE OF THE FACILITY INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIMS ARISING FROM THE NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, SOLE OR CONCURRENT) OF ANY OF THE RELEASED PARTIES.

\_\_\_\_\_  
Printed Full Name of Minor (First, Middle, Last)

- Phillips 66 Child (Minor)
- ConocoPhillips Child (Minor)
- Chevron Phillips Child (Minor)

\_\_\_\_\_  
Signature of Minor's Parent or Guardian (required if under age 18)

Splash Club (Minor)

\_\_\_\_\_  
Date

Dependent of: \_\_\_\_\_  
(Print Name of the Phillips 66/ConocoPhillips/Chevron Phillips Employee)  
(or print Parent/Guardian Name of Splash Club Participant)