



**WELLNESS & FITNESS FACILITY
RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

In consideration for Phillips 66 allowing my and/or my minor's use of the Phillips 66 Wellness-Fitness Facility, its 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, spouse, heirs, estate, and assigns, expressly agree to release and hold harmless Phillips 66 Company, and any of its present, former, or future 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 liability 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 us.

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.

By signing this Release and Waiver of Liability, 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.

Printed Full Name of Participant over age 18 (First, Middle, Last) ____

Signature of Participant over age 18

Date

Participant Classification

- _____ Employee
- _____ Employee Spouse
- _____ Dependent Over Age 18
- _____ Minor Dependent
- _____ Retired Employee
- _____ Retiree
- _____ Guest
- _____ P66 Visiting Employee
- _____ Other: _____

COMPLETE FOR MINOR DEPENDENTS ONLY:

Indemnification for Minor: The undersigned parent or guardian further agrees to indemnify, save and hold harmless the Released Parties from and against any and all claims, suits, demands, losses, damages, expenses, or liability 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)

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

Date

Dependent of: _____
(Phillips 66 Employee/Retiree)