



Devon Wellness Center Retiree Terms and Conditions and Release and Waiver of Liability

Introduction: Devon Energy Corporation ("Devon") provides certain on-site wellness centers, instruction (which may occur within the wellness centers and at nearby locations), facilities and equipment (collectively the "Facilities") for Devon employees, their families and other users approved by Devon (the "User(s)"). This Devon Wellness Center Retiree Terms and Conditions and Release and Waiver of Liability ("Agreement") provides Users with information regarding use of the Facilities and the release of Devon and its subsidiaries and affiliates from any and all liability associated with the Facilities.

Permitted Users: Only Devon employees, their families and other approved users are allowed to use the Facilities.

Retirees:

- 1) Subject to Devon's sole right to cancel the retiree program at any time, retirees who are retired from fulltime work for Devon and who do not work for a competitor of Devon are considered approved users of the Facilities under this Agreement.
- 2) The cost of a retiree membership shall be:
 - \$10 per month for a single membership
 - \$20 per month for a family membership
- 3) The membership cost will be paid in advance for a six-month period. There will be no reimbursements for canceled memberships, nor can a retiree suspend a membership for any period of time. In the event Devon cancels the retiree program, the retiree will be refunded the unused amount paid.
- 4) All retiree memberships will be charged for the full month, beginning with the month of enrollment, regardless of the date of enrollment.

Acknowledgement and Agreement:

The undersigned individual User acknowledges and agrees to the following:

- 1) As with any exercise program or physical activity, Users are exposed to a risk of injury, including serious injuries and death, resulting from a variety of factors including, without limitation, physical activity, health issues equipment design, equipment malfunction, exercise programs, instructions, testing and accidents. User agrees to accept any and all risks arising from use of the facilities.
- 2) Each User is responsible for monitoring their own personal health and using the Facilities within their limits.
- 3) Users may, in some instances, be asked to fill out a health-screening questionnaire or obtain a note from a physician regarding their general health, but each User is ultimately responsible for monitoring and maintaining their own health status, consulting with physicians and other health-care providers regarding their use of the Facilities, and using the Facilities to the extent of their fitness level. User agrees that health information provided to Devon will be used for informational purposes only and does not replace or modify information provided by your physician or other health care provider.
- 4) User acknowledges that certain health information, if requested by Devon, may be protected health information subject to the Health Insurance Portability, and Accountability Act ("HIPAA"). User acknowledges and agrees that Devon may retain the protected health information for certain purposes including, without limitation, administrative purposes such as determining eligibility, analysis and review of fitness and wellness information, and for managing records and databases containing the Information.
- 5) User agrees to always act in a safe and appropriate manner when accessing or using the Facilities, and to always be respectful of other individuals using the Facilities.
- 6) User agrees to follow all posted rules when accessing or using the Facilities. User acknowledges that privileges at the Facilities may be suspended or revoked for any violation of posted rules, failure to obey instructions of persons operating or monitoring the Facilities, or any other inappropriate conduct.

- 7) All rules, as well as the hours of operation of the Facilities, are subject to change at any time. Retiree members are welcome to use the facilities anytime during the normal operating hours. There is no guarantee the Facilities will be staffed at any particular time.
- 8) A limited number of lockers are available for Users for daily use. Users must remove all items from lockers each day. Devon is not responsible for lost, stolen or abandoned property.
- 9) Devon makes no warranties, express or implied, as to the condition, safety or fitness for a particular purpose of the Facilities or any instruction or advice provided to User related to the Facilities. User hereby agrees that the use of the Facilities is at User's own risk.
- 10) Retirees who have not signed a copy of this Agreement are not authorized to use the Facilities. A User's privileges to use the Facilities are subject to suspension or revocation if a User allows unauthorized individuals to access the Facilities.
- 11) From time to time, third parties may conduct training, classes, workshops or other services in the Facilities. User acknowledges and agrees that such third parties are independent of Devon and that Devon is not responsible for such third parties or the information, training, classes, workshops, assessments, or other services provided by third parties in any manner. Devon expressly disclaims any and all warranties, express or implied, related to the safety, fitness or training of third parties accessing or providing training, classes workshops, assessments or other services at the facilities. User hereby agrees to use any information, training, classes, workshops, assessments or other services provided by third parties at their own risk.
- 12) This Agreement and any Claims (for the purposes of this Agreement, "Claims" shall have the definition contained in the section below titled "User's Release, Defense and Indemnity Obligations for Use of the Facilities") arising under User's access to or use of the Facilities will be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflicts of laws principles that would apply the law of another jurisdiction. Each party irrevocably submits all Claims related to, or arising out of the Facilities and this Agreement, to the exclusive jurisdiction of the State and Federal Courts located in Oklahoma County, Oklahoma.
- 13) None of the terms and conditions contained in this Agreement will be waived or modified except in a written document signed by an authorized representative of Devon. Any waiver or failure to enforce any part of this Agreement will not be considered a waiver of any future breaches of this Agreement. This Agreement constitutes the entire agreement between the parties regarding use of the Facilities.

This Agreement supersedes all prior negotiations, understandings, contracts, and agreements, both written and oral, relating to the Facilities. If any one or more provisions of this Agreement, for any reason or to any extent, is determined to be invalid or unenforceable, all other provisions will remain in full force and effect.

User's Release, Defense and Indemnity Obligations for Use of the Facilities:

As a condition to Devon allowing user to access or use of the facilities, user individually, and on behalf of User's heirs, successors, assigns, and any subrogates, agrees to release, indemnify, defend and hold harmless Devon and its subsidiaries and affiliates and its and their officers, directors, employees, contractors, agents, representatives, successors and assigns, (collectively the "Devon Group") from any and all liability, claims, losses, damages, suits, demands, liens, lawsuits and causes of action, including but not limited to, claims for personal injury, property damage, theft, loss, loss of parental or spousal support, wrongful death, premises liability, products liability, aggravation or pre-existing condition, vicarious liability, failure to supervise, misconduct by a third party pr any user of the Facilities, or any other damages of any kind (collectively "claims") related to, arising out of, or in connection with User's access to or use of the Facilities. User's release, defense, and indemnification obligations are applicable regardless of the fault, negligence (whether sole, joint, comparative, contributory, active, passive, or gross), strict liability, or willful misconduct of Devon group and third parties.

This agreement contains release, indemnity and defense obligations. Read thoroughly before signing.

Retiree (print name):

Retiree signature

Date

Emergency phone number and contact name

Name of Devon-employed spouse if applicable
