



## 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 that are retired from full-time work for Devon and that 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 Devon couple membership (retiree's spouse is a current full-time Devon employee)  
\$15 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 cancelled memberships, nor can a retiree suspend a membership for any period of time. In the event Devon cancel's 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 usage of the Facilities is limited to the time the wellness center opens until 11:00 am and from 2:00 pm until close of the wellness center. There is no guaranty the Facilities will be staffed at any particular time.

