



2022 Participant Hold Harmless Form

In consideration of my participation in the 76 Seafair Holiday Cruise (the “**Event**”), I, intending to be legally bound, do hereby for myself, executors and administrators waive, release and forever discharge any and all rights and claims I may have, now or in the future, for damages, including any claims for loss, damages or injury to my person or property arising out of my participation in the Event. I agree to indemnify and hold harmless Seafair Charitable Foundation (“**Seafair**”), Phillips 66 Company, their officers, agents, directors, sponsors, coordinators, contributors, participants, volunteers, and governmental agencies and each of them (collectively, the “**Event Parties**”) from and against any and all claims by or on behalf of any person arising from any cause whatsoever in connection with my participation in the Event and all reasonable costs, expenses, fees or liabilities incurred in connection with any such claim or proceeding brought thereon. I further agree that I will be solely and fully responsible for any damage to property, or persons while riding, loading or unloading a vessel as part of the Event.

I understand that by participating in the Event I may be filmed, recorded, photographed or interviewed, and I hereby consent to allow my name, image, likeness, voice and other aspects of my personality (the “**Content**”) to appear in any official document, sponsor advertisement and/or television coverage of Seafair, on a worldwide basis, without compensation to me. I expressly release the Event Parties, on my behalf, from and against any and all actions, liabilities, losses, demands or claims that I or the owners of any rights applicable to me have or may in the future have for rights of publicity, invasion of privacy, defamation, libel or slander and any other tort or cause of action arising out of any use of the Content, even if such use is objectionable. I waive any right to (a) inspect or approve any use of the Content and (b) any payment or additional consideration for any use of the Content.

This Participant Hold Harmless Form is perpetual and irrevocable. I have read, understand and agree to the waivers and releases contained herein. Knowing these facts I hereby for myself, my heirs, executors, administrators or anyone else who might claim on my behalf, covenant not to sue and waive, release and discharge volunteers, suppliers, agents, employees and other personnel of the Event Parties in any way assisting or connected with the Event from any and all claims or liability of any kind or nature whatsoever arising out of my participation, even though that liability may arise out of negligence or carelessness on the part of the Event Parties. I agree that no oral representations, statements, or other inducements to sign this Participant Hold Harmless Form have been made apart from what is contained in this document.

Signature of Participant: _____ Date: _____

Name (Print): _____

Address: _____ City: _____

Zip Code: _____ Phone Number(s): _____

Parent or Guardian Signature: _____
(if under 18 years old or in custodial care)