WINTON WELLNESS

horizontal line

TENNESSEE

‪(540) 692-9075‬

<https://www.wintonwellness.online/>

October 2, 2025

## **Winton Wellness Liability Waiver and Release Agreement**

**Comprehensive Liability Waiver, Assumption of Risk, and Indemnification Agreement  
 Governing Law: State of Tennessee**

**This legally binding agreement (“Agreement”) is entered into by and between Winton Wellness, LLC, including its owners, employees, contractors, affiliates, and representatives (“Released Parties”), and the undersigned participant (“Client”).**

**By signing this Agreement, the Client acknowledges and accepts all terms herein, including the waiver of substantial legal rights.**

## **1. Voluntary Participation and Assumption of Risk**

**I fully understand that participation in Winton Wellness programs—including but not limited to personal training, fitness instruction, nutrition guidance, and wellness coaching—carries inherent and unavoidable risks. These risks include, but are not limited to:**

* **Physical injury (e.g., sprains, fractures, cardiac events, musculoskeletal injuries)**
* **Health complications (e.g., allergic reactions, dietary imbalances, dehydration, or underlying conditions)**
* **Emotional or psychological discomfort**
* **Equipment malfunction, improper use, or failure**
* **Dissatisfaction with results or perceived lack of progress**

**I acknowledge that I have read, understood, and considered these risks, and I knowingly, voluntarily, and expressly assume all risks — whether known or unknown, anticipated or unanticipated — including those arising from the ordinary negligence of the Released Parties.**

**This acknowledgment is broad, specific, repeated, binding, and perpetual, confirming that I alone am responsible for my participation.**

## **2. Release of Liability**

**To the maximum extent permitted by Tennessee law, I hereby:**

* **Waive, release, and forever discharge Winton Wellness and the Released Parties from any and all claims, demands, causes of action, damages, or liabilities of any kind, whether personal, financial, or property-related, arising from or connected to my participation.**
* **Acknowledge this release applies to injury, illness, accident, death, property damage, emotional distress, or any other harm, whether caused by my actions, the actions of others, or the ordinary negligence of the Released Parties.**
* **Understand that this waiver is binding and perpetual, applying to all present and future participation with Winton Wellness, unless expressly revoked in writing and formally accepted by Winton Wellness.**

## **3. Indemnification**

**I agree to defend, indemnify, and hold harmless Winton Wellness and the Released Parties from and against any and all claims, demands, suits, damages, judgments, expenses, and liabilities (including attorney’s fees and court costs) brought by myself or any third party that arise from or are related to my participation, conduct, or actions.**

**This indemnification obligation is absolute and continuing, ensuring that if I pursue or cause any claim, I am fully responsible for all legal costs incurred by Winton Wellness.**

## **4. Medical Clearance and Responsibility**

**I certify that I am physically and mentally capable of participating in Winton Wellness programs. I have consulted, or will consult, a licensed healthcare provider before beginning any fitness or nutrition regimen.  
 I understand that Winton Wellness does not provide medical advice, diagnosis, or treatment, and that all content is strictly informational.**

## **5. No Guarantees**

**I understand and agree that Winton Wellness does not guarantee any specific outcomes, including but not limited to weight loss, strength gain, improved health, or wellness results. Progress depends on my genetics, lifestyle, effort, and adherence.**

## **6. Intellectual Property and Confidentiality**

**All materials, programs, branding, and content provided by Winton Wellness are proprietary. I will not copy, share, or distribute them without written consent.  
 Winton Wellness will safeguard all personal information in accordance with Tennessee law.**

## **7. Media Release**

**Unless I opt out in writing, I grant Winton Wellness unrestricted permission to use my likeness, testimonials, photos, videos, voice, or written content for marketing, promotional, and educational purposes, in any format, without compensation and without limitation in time.**

## **8. Payment and Cancellation Policy**

**I agree to make timely payments as outlined in my service agreement. I understand that cancellations and refunds are subject to Winton Wellness’ stated policy, and failure to comply may result in forfeiture of fees.**

## **9. Governing Law and Jurisdiction**

**This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee. Any dispute shall be resolved exclusively in the courts of Tennessee.**

## **10. Severability**

**If any provision of this Agreement is found unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.**

## **11. Entire Agreement**

**This Agreement constitutes the full and complete understanding between Winton Wellness and the Client. No oral statements, prior agreements, or outside promises shall alter or contradict its terms.**

### **FINAL ACKNOWLEDGMENT**

**I HAVE READ THIS AGREEMENT IN FULL, I FULLY UNDERSTAND ITS TERMS, AND I VOLUNTARILY ACCEPT THEM.**

**I UNDERSTAND THAT I AM WAIVING SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WINTON WELLNESS FOR ORDINARY NEGLIGENCE.**

**I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS BINDING, PERPETUAL, AND ENFORCEABLE TO THE FULLEST EXTENT OF TENNESSEE LAW, AND WILL REMAIN EFFECTIVE FOR ALL FUTURE PARTICIPATION UNLESS EXPRESSLY REVOKED IN WRITING AND FORMALLY ACCEPTED BY WINTON WELLNESS.**

**Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**