

## RefuelHER Wellness Experience Participant Waiver & Acknowledgement

**Event Title:** RefuelHER Wellness Experience

**Event Date:** October 10, 2026

**Participant Name:** \_\_\_\_\_

This RefuelHER Wellness Experience Liability Waiver and Release ("**Agreement**") is entered into by the undersigned participant ("**Participant**") in consideration for being permitted to attend and participate in the wellness event described above ("**Event**"), which may include activities, informational sessions, and food or beverage service related to **mental health, physical health, physical fitness, spiritual wellness, and general lifestyle education.**

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### 1. Educational Purposes Only

Participant acknowledges and agrees that all presentations workshops, demonstrations, services, discussions, and activities offered at RefuelHER Wellness Experience are **strictly educational in nature** and:

(a) **Do not constitute medical, psychological, or therapeutic advice;**

(b) Do not create a **practitioner-patient, therapist-patient, trainer-client, coach-client relationship with any presenter, organizer, or affiliated individual;**

(c) Are not intended to diagnose, prevent, treat, or cure any medical or mental health condition; and

(d) Should not be used in place of professional advice from a licensed healthcare provider.

Participant agrees to consult their own healthcare professionals regarding personal health questions or concerns.

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### 2. Food and Beverage Consumption

Participant acknowledges that RefuelHER Wellness Experience may provide **food and beverages**. Participant understands and agrees that:

(a) The RefuelHER Wellness Experience organizers may not be able to accommodate all dietary restrictions, allergies, or sensitivities;

(b) It is the Participant's responsibility to **review ingredient information**, ask questions as needed, and determine whether any offered food or beverage is safe for their consumption;

(c) The RefuelHER Wellness Experience organizers **do not guarantee** that any food or beverage is free from allergens, including but not limited to nuts, gluten, dairy, soy, shellfish, or other potential allergens;

(d) Consumption of any food or beverage is voluntary and done at the **Participant's own**

**risk.**

Participant assumes full responsibility for any adverse reactions, illness, allergic responses, or other consequence related to consumption of food or beverages at RefuelHER Wellness Experience.

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### **3. Assumption of Risk**

Participant understands that the RefuelHER Wellness Experience may involve light movement, physical fitness activities, or wellness practices. Participants voluntarily assumes **full responsibility for all risks** of injury, illness, or harm associated with participation in any RefuelHER Wellness Experience activity or food consumption, whether foreseeable or unforeseeable and whether caused by negligence or otherwise.

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### **4. Release and Waiver of Liability**

To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and holds harmless the RefuelHER Wellness Experience organizers, presenters, instructors, staff, volunteers, contractors, venue owners, and affiliated entities (**“Released Parties”**) from any and all claims, indirect, incidental, or consequential damages, demands, actions, losses, liabilities, or expenses arising out of or related to:

- (a) Participation in any RefuelHER Wellness Experience activity;
- (b) Reliance on any educational information presented;
- (c) Consumption of food or beverages provided;
- (d) Any injury, illness, or allergic reaction; and/or
- (e) Any act or omission of the Released Parties.

This release applies to claims based on **ordinary negligence**. Nothing herein shall release the Released Parties from liability arising from **gross negligence or willful misconduct**, where such release is prohibited by law.

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### **5. Indemnification**

Participant agrees to **indemnify, defend, and hold harmless** the Released Parties from any claims, indirect, incidental, or consequential damages, or expenses (including reasonable attorneys' fees) resulting from Participant's actions, participation, or breach of this Agreement.

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### **6. Personal Responsibility**

Participant agrees to use reasonable judgement during the RefuelHER Wellness Experience and to decline or modify any activity or offered food item that they believe may adversely impact their health.

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## **7. Intellectual Property**

Each party retains ownership of its Intellectual Property, including patents, trademarks and copyrights and other propriety property.

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## **8. Governing Law**

This Agreement is governed by the laws of the State of Texas.

Entire Agreement: This is the entire agreement between the parties and supersedes all prior discussions.

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## **9. Severability**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **10. Media Release**

By attending this event, you acknowledge that photos and videos may be taken to capture the experience. These may be used for educational, promotional, or community-building purposes and you grant royalty-free rights for use. If you prefer not to be photographed or recorded, please let us know upon arrival.

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## **11. Vendor and Sponsor Participation**

Participant acknowledges that vendors and sponsors may be present at the event to offer products, services, or informational resources. Participant understands that such vendors and sponsors operate independently of the Released Parties. The presence of any vendor or sponsor does not constitute an endorsement, recommendation, or evaluation of their products, services, or claims by the Released Parties.

Participant agrees that any engagement, interaction, or purchase made with a vendor or sponsor is voluntary and undertaken at Participant's own discretion and risk. Participant further agrees to indemnify, defend, and hold harmless the Released parties from any claims, damages, losses, liabilities, or expenses (including reasonable attorneys' fees) arising out of or related to Participant's interactions with any vendor or sponsor, including but limited to reliance on any product, service, or information provided by such third parties.

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## **12. Acknowledgement and Acceptance**

By signing below, Participant affirms that they have read this Agreement in full, understand and voluntarily agree to its terms, and certify that they are legally permitted to sign.

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**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Organizer / Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_