

PARTICIPANT TRAVEL WAIVER & RELEASE OF LIABILITY

Coordinated by Hotel Resort Discounts LLC (“Agency”)

1. Participation Acknowledgment

I understand that my participation in this group trip, retreat, or hosted experience is voluntary.

Hotel Resort Discounts LLC (“Agency”) provides travel coordination, registration systems, payment administration, timeline management, and participant communications only.

I acknowledge that the Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, ground transportation providers, instructors, yoga studios, co-hosts, experience leaders, excursion operators, or other third-party vendors.

This Waiver applies to all participants associated with a booking, including primary participants and any additional or secondary participants, regardless of whether I personally made a payment to the Agency.

2. Assumption of Risk

I acknowledge that travel, including domestic and international travel, involves inherent risks, including but not limited to illness, injury, accidents, theft, weather events, transportation disruptions, vehicle-related incidents, delays, food-related illness, exposure to communicable diseases, and participation in physical, recreational, or wellness-related activities.

I understand that such risks may result in serious bodily injury, permanent disability, emotional distress, financial loss, or death.

I voluntarily and knowingly assume all risks, whether known or unknown, foreseeable or unforeseeable, associated with my participation in the trip.

3. Release of Liability & Limitation of Liability

To the fullest extent permitted by law, I release, waive, and hold harmless Hotel Resort Discounts LLC, its owners, officers, employees, contractors, affiliates, and service providers from any and all claims, demands, injuries, losses, damages, costs, or liabilities arising from or related to my participation in the trip.

This release includes, without limitation, claims arising from the alleged negligence (including ordinary negligence) of the Agency, except where prohibited by law.

This includes, but is not limited to, claims related to:

- Accommodations
- Transportation
- Physical activities
- Instruction
- Wellness programming
- Excursions
- Personal vehicles
- Third-party services
- Acts or omissions of hotels, instructors, co-hosts, organizers, vendors, or other participants

In no event shall the total liability of Hotel Resort Discounts LLC exceed the total amount paid by me directly to the Agency for the applicable trip.

The Agency shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost wages, lost profits, travel interruption costs, emotional distress, or missed connections.

4. Co-Host, Organizer & Instructor Disclaimer

I acknowledge that yoga studios, instructors, organizers, co-hosts, and experience leaders involved in this trip are independent parties and are not employees, partners, agents, or representatives of the Agency.

I further acknowledge that the Agency does not supervise, manage, direct, or control instruction methods, class content, physical activities, experience programming, schedules, participant conduct, or outcomes.

5. Instructor Availability & Experience Substitution Acknowledgment

I understand that any instructor, yoga studio, co-host, or experience leader referenced in connection with this trip may become unavailable due to circumstances beyond the Agency's control.

If this occurs, I acknowledge that the trip will proceed as scheduled and that the experience component may be fulfilled through:

- A replacement instructor
- A local provider
- Modified programming
- Alternative resort-facilitated activities

I agree that such substitutions or modifications constitute fulfillment of the experience portion of the trip and do not entitle me to refunds, credits, chargebacks, or other compensation.

6. Participant Responsibilities

I agree to:

- Possess valid travel documents
- Provide accurate personal information
- Disclose relevant medical or dietary needs
- Comply with hotel rules and local laws

- Act responsibly and respectfully throughout the trip

Unsafe, disruptive, unlawful, or materially harmful behavior may result in removal from the trip without refund.

7. Physical Activities, Wellness & Medical Disclaimer

I understand that yoga, wellness, fitness, or movement-based activities involve physical exertion.

I confirm that I am physically and medically able to participate.

I acknowledge that the Agency does not provide medical advice, screening, supervision, or health assessments.

I voluntarily assume full responsibility for my participation in any physical activity and any resulting injury, illness, discomfort, or medical condition.

8. Ground Transportation & Personal Vehicles

I acknowledge that travel may involve shuttles, buses, taxis, private vehicles, or other transportation services.

If I arrange transportation independently, I assume full responsibility for timing, safety, compliance with laws, and vehicle condition.

The Agency is not responsible for incidents related to independently arranged transportation.

9. Rooming, Shared Accommodations & Hotel Services

If I select or participate in a booking with double occupancy, I acknowledge that I may be sharing a room with another participant and accept this arrangement as part of the trip structure.

I understand that room category selection is limited to standard accommodations offered as part of the group booking.

Any room upgrades, category changes, special requests, or non-standard hotel services are subject to availability, are handled directly by the hotel, and may incur additional charges for which I am solely responsible.

The Agency does not manage, collect payment for, or guarantee upgrades.

10. Optional Activities & Third-Party Services

Optional activities, excursions, and services are operated by independent third-party providers.

Participation is voluntary and undertaken at my own risk.

Hotel inclusions are provided solely according to the hotel's standard offerings for the specific trip unless otherwise confirmed in writing.

11. Indemnification

I agree to indemnify, defend, and hold harmless the Agency from any claims, damages, losses, costs, or expenses (including reasonable attorney's fees) arising from:

- My actions or omissions
 - My negligent or unlawful conduct
 - My violation of this Waiver
 - Claims brought by third parties arising from my conduct
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12. Airfare, Cancellation & Refund Acknowledgment

I understand that submitting a deposit does not confirm the trip and agree not to book airfare until official Trip Confirmation is issued.

I acknowledge that once a trip is confirmed, deposits, mid-payments, and final payments are non-refundable in accordance with the Agency's Terms & Conditions.

This Waiver supplements and does not replace the Agency's Terms & Conditions.

I acknowledge that initiating a chargeback in violation of the Agency's stated cancellation and refund policies may constitute breach of agreement.

13. Force Majeure

I acknowledge that events beyond the Agency's reasonable control may impact travel plans, including but not limited to natural disasters, government actions, pandemics, labor disruptions, or supplier failures.

Refunds, if any, shall follow applicable vendor policies and contractual obligations.

14. Governing Law & Dispute Resolution

I agree that any dispute arising from my participation in the trip shall be governed by the laws of the State of California.

Any such dispute shall be resolved exclusively through binding arbitration in Fresno, California, either in person or via video conference, in accordance with the Agency's Terms & Conditions.

15. Acknowledgment & Signature

By signing this Waiver, I confirm that:

- I have read and understand this document in its entirety
- I am voluntarily waiving certain legal rights
- I understand this Waiver includes a release of liability and limitation of damages
- This Waiver is binding upon me and my heirs, assigns, and representatives

Electronic signatures, digital acknowledgments, system records, form submissions, emails, and SMS confirmations constitute legally valid and enforceable agreement.