

PARTICIPANT TRAVEL WAIVER & RELEASE OF LIABILITY

Coordinated by Hotel Resort Discounts LLC (“Agency”)

1. Participation Acknowledgment

I understand that my participation in this hosted group travel experience is voluntary.

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

I acknowledge that the Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, transportation providers, instructors, co-hosts, activity providers, excursion operators, or any third-party vendors.

All services provided during the trip, including accommodations, meals, transportation, activities, excursions, and resort amenities, are provided by independent third-party providers.

This Waiver applies to all participants associated with a booking, including primary and additional participants, regardless of who made payment.

I understand that this is a shared group travel experience with other participants and that I may be interacting with individuals I do not know. I acknowledge that this is not a private or exclusive group and that group participation, social interaction, and overall experience may vary.

I acknowledge that other participants are independent individuals and are not agents, employees, or representatives of the Agency. I agree that the Agency is not responsible for the actions, behavior, or conduct of other participants.

I acknowledge that the Agency does not guarantee any specific outcomes, experiences, group size, social dynamics, accommodations, or overall satisfaction.

2. Assumption of Risk

I acknowledge that travel involves inherent risks, including but not limited to:

- illness
- injury
- accidents
- theft
- weather conditions
- transportation disruptions
- delays and missed connections
- food-related illness
- exposure to communicable diseases
- participation in physical or recreational activities

I understand these risks may result in serious injury, disability, financial loss, or death.

I voluntarily assume all risks associated with my participation.

3. Release of Liability & Limitation of Liability

To the maximum extent permitted by law, I release and hold harmless Hotel Resort Discounts LLC, its owners, employees, contractors, and affiliates from any claims, damages, or liabilities arising from my participation.

This includes claims related to:

- accommodations
- resort services
- transportation
- activities and excursions
- third-party services
- acts or omissions of vendors, hotels, or other participants

The total liability of the Agency shall not exceed the total amount paid by me directly to the Agency.

The Agency is not liable for indirect or consequential damages including:

- lost wages
 - missed flights
 - travel interruptions
 - emotional distress
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4. Third-Party Provider Disclaimer

I understand that all services are provided by independent third parties.

The Agency does not control:

- hotel operations
 - service quality
 - staff behavior
 - food and beverage service
 - transportation providers
 - activities or excursions
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5. Hosted Experience, Group Size & Activity Changes

I understand that this is a flexible hosted group travel experience.

Group size may vary, and certain elements of the experience may differ based on participation levels.

I acknowledge that hosted activities, group experiences, or optional programming may change due to factors outside the Agency's control.

The trip may proceed with modifications, substitutions, or adjusted group elements.

Such changes do not entitle me to refunds or compensation.

6. Host, Coordinator & Representation

I understand that the Agency may designate a host, coordinator, or representative for the trip.

While a specific individual may be referenced in marketing or communications, participation of any specific host is not guaranteed.

If a host or coordinator becomes unavailable due to illness, scheduling conflicts, travel disruptions, or other circumstances, the Agency may assign a replacement.

I agree that such substitutions do not constitute a material change, cancellation, or grounds for refund, credit, dispute, or chargeback.

7. Experience Expectations

I acknowledge that travel experiences are subjective.

My satisfaction with accommodations, group dynamics, services, activities, or overall experience may vary.

Differences in expectations, enjoyment, or outcomes do not constitute grounds for refunds, disputes, or chargebacks.

Participation in all activities is voluntary.

I understand that group dynamics, social interaction, and overall experience are not guaranteed and may differ from expectations.

8. Hotel Services, Inclusions & Additional Charges

I understand that hotel services are controlled entirely by the resort.

This includes:

- room assignments
- bed configuration
- check-in and check-out timing
- availability of amenities

Room service may be available; however, service or delivery fees (typically around 10%) may apply and are determined by the hotel.

I agree that I am responsible for any additional charges incurred during my stay, including:

- room service delivery fees
- spa services
- premium dining
- private events
- upgrades or add-ons

8.1 Food, Beverage & Health Disclaimer

I understand that all food and beverage services are provided and controlled by the hotel or resort.

The Agency does not prepare, inspect, or control food or beverage services.

I acknowledge that consuming food or beverages while traveling carries inherent risks, including foodborne illness or allergic reactions.

I accept full responsibility for my choices and any resulting condition.

9. Rooming & Accommodations

If I select shared accommodations, I understand I may share a room with another participant.

Room preferences and upgrades are not guaranteed.

10. Travel Responsibility & Arrival

I understand that I am responsible for arriving on time for my scheduled trip dates.

Missed nights due to late arrival, delays, or disruptions are non-refundable and cannot be rescheduled.

The Agency is not responsible for losses resulting from airline delays, cancellations, missed connections, or schedule changes.

11. Transportation

Transportation applies only to scheduled group transfers.

Missed transfers due to late arrival, incorrect scheduling, or failure to follow instructions may result in forfeiture without refund.

12. Physical Activities & Medical Responsibility

I confirm that I am physically able to participate in travel and any optional activities.

I understand that participation in activities may involve varying levels of physical exertion, and I am solely responsible for determining my ability to participate safely.

I assume full responsibility for any injury, illness, or condition that may arise.

Disruptive, unsafe, or unlawful behavior may result in removal from the trip without refund.

13. Emergency Medical Authorization

I authorize medical treatment in the event of an emergency.

I understand that I am solely responsible for any medical costs incurred.

14. Optional Activities

Optional activities are provided by independent third-party vendors.

Participation is voluntary and undertaken at my own risk.

15. Cancellation & Refund Acknowledgment

I understand that:

- deposits do not guarantee trip confirmation
- group size and experience may vary
- I should not book flights before confirmation
- cancellation policies are governed by the Terms & Conditions

I understand that initiating a chargeback or payment dispute in violation of these Terms may be considered a breach of this agreement and may result in collection efforts or legal action.

16. Indemnification

I agree to indemnify and hold harmless Hotel Resort Discounts LLC from any claims, damages, or liabilities arising from my participation.

17. Force Majeure

The Agency is not responsible for events beyond its reasonable control, including natural disasters, government actions, pandemics, supplier failures, or travel restrictions.

18. Governing Law & Dispute Resolution

This agreement is governed by the laws of the State of California.

All disputes shall be resolved through binding arbitration in Fresno, California.

19. Media Consent

I grant permission for photographs, videos, or other media taken during the trip to be used by the Agency unless I provide written notice prior to the trip.

20. Acknowledgment & Signature

By signing this Waiver, I confirm that:

- I have read and understand this document
- I voluntarily accept its terms
- I understand that I am waiving certain legal rights

Electronic signatures are legally binding.