

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 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, yoga studios, co-hosts, experience leaders, excursion operators, or other third-party vendors.

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

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.

I acknowledge that this Waiver applies to my participation in the trip regardless of whether this document is signed **before or after making a payment or reservation**.

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
- travel delays
- food-related illness
- exposure to communicable diseases
- participation in physical 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 maximum extent permitted by applicable 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 claims arising from alleged negligence (including ordinary negligence) of the Agency, except where prohibited by law.

This includes claims related to:

- accommodations
- resort services
- 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 indirect, incidental, consequential, special, or punitive damages including but not limited to:

- lost wages
 - lost profits
 - travel interruption costs
 - emotional distress
 - missed connections
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4. Independent Instructor, Organizer & Vendor Disclaimer

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

The Agency does not supervise, manage, direct, or control:

- instruction methods
 - class content
 - physical activities
 - experience programming
 - schedules
 - participant conduct
 - outcomes
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5. Instructor Availability & Experience Substitution

I understand that any instructor, yoga studio, co-host, or experience leader associated with this trip may become unavailable due to illness, travel disruptions, personal circumstances, or other factors outside the Agency's control.

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

- a replacement instructor
- a local provider
- modified programming
- alternative resort-facilitated activities

Such substitutions do not entitle me to refunds, credits, chargebacks, or compensation.

If the designated resort or accommodation becomes unavailable prior to Trip Confirmation due to supplier limitations or circumstances outside the Agency's control, the Agency may cancel the trip and issue refunds in accordance with the Agency's Terms & Conditions.

6. Experience Expectations & Subjective Satisfaction

I acknowledge that hosted group travel experiences and retreats are inherently subjective.

Individual satisfaction with the trip experience, instructor teaching style, group dynamics, accommodations, meals, resort services, amenities, weather conditions, or activities may vary among participants.

I understand that differences in personal enjoyment, expectations, instructor style, group composition, or resort operations do not constitute trip cancellation, service failure, or grounds for refunds, credits, disputes, or chargebacks.

Participation in all activities is voluntary and undertaken at my own discretion.

7. 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.

8. Physical Activities, Wellness & Medical Disclaimer

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

I confirm that I am physically and medically able to participate in such activities or that I have consulted a qualified medical professional before participation.

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.

9. Emergency Medical Authorization

If I become injured or require medical attention during the trip and am unable to make decisions for myself, I authorize emergency medical treatment, transportation, or hospitalization deemed reasonably necessary by local medical providers.

I understand that I am solely responsible for all medical expenses incurred.

Hotel Resort Discounts LLC assumes no responsibility for medical care, medical costs, or medical outcomes.

10. Ground Transportation & Personal Vehicles

Transportation during the trip may include:

- shuttles
- buses
- taxis
- private vehicles
- other transportation providers

When transportation is included, it refers only to scheduled transfers between the designated arrival airport and the hotel or resort.

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.

11. Rooming, Shared Accommodations & Hotel Services

If I select double occupancy accommodations, I understand that I may share a room with another participant.

Room category selection is limited to the accommodations included in the group booking.

Room upgrades, special requests, and non-standard hotel services:

- are handled directly by the hotel
- are subject to hotel availability
- may incur additional charges

The Agency does not manage, collect payment for, or guarantee room upgrades or hotel service levels.

12. Optional Activities & Third-Party Services

Optional activities, excursions, and services are provided by independent third-party vendors.

Participation in such activities is voluntary and undertaken at my own risk.

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

13. 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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14. Airfare, Cancellation & Refund Acknowledgment

I understand that submitting a deposit does not confirm the trip.

I agree not to book airfare until official Trip Confirmation is issued.

Cancellation and refund policies are governed by the Agency's Terms & Conditions, including:

- the administrative fee for cancellations before the Trip Cutoff Date
- the non-refundable nature of payments after the Trip Cutoff Date

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

Initiating a chargeback in violation of these policies may constitute breach of agreement.

15. Force Majeure

Events beyond the Agency's reasonable control may impact travel plans, including:

- natural disasters
- government actions
- pandemics
- labor disruptions
- supplier failures

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

16. Governing Law & Dispute Resolution

Any dispute arising from participation in the trip shall be governed by the laws of the State of California.

All disputes shall be resolved exclusively through **binding arbitration in Fresno, California**, either in person or via video conference.

Disputes must be resolved on an individual basis and participants waive any right to participate in class actions or collective proceedings.

17. Media & Photography Consent

During group trips, photographs or video recordings may be taken for documentation, marketing, or promotional purposes.

By participating in the trip, I grant Hotel Resort Discounts LLC permission to use images or recordings in which I may appear for marketing purposes unless I provide written notice prior to the trip requesting exclusion.

18. 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.