

# HOTEL RESORT DISCOUNTS LLC — TERMS & CONDITIONS

**Company:** Hotel Resort Discounts LLC (“Agency”)

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## 1. Overview

Hotel Resort Discounts LLC (“the Agency”) provides group travel coordination, administrative services, and hosted group travel experiences in collaboration with hotels, resorts, and third-party service providers.

The Agency organizes and administers hosted group travel experiences, which may include optional activities, instructor-led sessions, wellness programming, recreational events, or athletic activities.

The Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, transportation providers, instructors, referees, security personnel, excursions, or third-party vendors.

Unless explicitly stated otherwise in writing, participants are responsible for booking their own airfare and personal travel arrangements.

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## 2. Definitions

### **Trip Cutoff Date**

The official date published on the trip webpage or communicated in writing after which reservations become financially binding and non-refundable.

### **Amount Paid**

The total funds received by the Agency from a participant.

### **Trip Confirmation**

Written confirmation issued by the Agency that the trip will proceed.

**Group Participation Level**

The number of confirmed participants or booked rooms, which may influence operational decisions but does not guarantee trip execution.

**Hosted Experience**

A group travel experience organized and administered by the Agency.

**Optional Activity**

Any activity, including wellness sessions or athletic events, that participants may choose to join voluntarily.

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### 3. Hosted Group Experience Model

Hosted group trips are organized and administered by the Agency using its systems for registration, payments, communication, and coordination.

The Agency provides:

- travel coordination
- participant registration systems
- payment processing
- communication and timelines
- group logistics

Participants acknowledge that:

- this is a shared group experience
- participation in activities is voluntary
- group dynamics and participation levels are not guaranteed

Nothing in these Terms creates a partnership, employment relationship, or joint venture between the Agency and any participant, hotel, or vendor.

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### 4. Experience Structure & Flexibility

Hosted experiences are designed with flexibility.

The Agency reserves the right to:

- modify itineraries
- adjust activities

- substitute instructors or providers
- change schedules

Such changes do not constitute cancellation and do not entitle participants to refunds.

Participant satisfaction is subjective and not guaranteed.

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## 5. Athletic Event Participation (Beach Soccer Tournament & Recreational Activities)

Certain hosted trips may include recreational or athletic activities, including but not limited to beach soccer tournaments or similar events.

Participation in these activities is **entirely voluntary**.

Participants acknowledge and agree that:

- athletic activities involve inherent risks, including but not limited to:
  - physical contact with other participants
  - falls, collisions, or impact injuries
  - muscle strains, dehydration, or heat-related illness
  - uneven or natural playing surfaces such as sand
- participation is undertaken **at the participant's own risk**
- the Agency does not guarantee:
  - safety conditions
  - injury prevention
  - enforcement of rules
  - supervision of participants

Participants assume full responsibility for any injuries, damages, or losses resulting from participation.

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## 6. Event Staff, Coordination & Limited Role of Personnel

The Agency may provide or coordinate individuals to support the event, including but not limited to:

- referees
- event coordinators or commissioners
- assistants

- content creators (photo/video)
- security personnel

All such individuals act in **limited, role-specific capacities only**.

Participants acknowledge that:

- referees are present solely to facilitate gameplay
- coordinators assist with logistics only
- assistants may help with communication or coordination
- no individual is acting as a medical professional or safety authority
- no individual guarantees participant safety or injury prevention

Any assistance provided in the event of injury is **coordination only**, such as contacting hotel staff or emergency services.

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## 7. Tournament Rules & Gameplay

Athletic events may be governed by a separate **Tournament Rules & Format** document.

Participants agree to:

- follow all rules provided
- comply with instructions given by referees or coordinators
- conduct themselves in a safe and respectful manner

The Agency reserves the right to modify rules, format, or scheduling at any time.

Failure to enforce rules or monitor gameplay does not create liability for the Agency.

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## 8. Payments, Trip Viability & Cancellation Policy

A deposit is required to reserve a spot.

### A. Trip Viability & Confirmation

The Agency may:

- proceed with the trip
- modify the experience
- cancel prior to confirmation

If the trip does not proceed prior to confirmation, payments made to the Agency will be refunded in full.

### **B. Participant Cancellation — Before Cutoff**

Refund minus 18% administrative fee.

### **C. Participant Cancellation — After Cutoff**

All payments are non-refundable.

### **D. Agency Cancellation**

Full refund of payments made directly to the Agency.

### **E. Payment Deadlines**

Failure to meet deadlines may result in cancellation without refund.

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## **9. Airfare & Independent Travel**

Participants are responsible for their own airfare.

Airfare should not be booked until Trip Confirmation is issued.

The Agency is not responsible for travel disruptions or costs.

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## **10. Travel Delays & Missed Arrivals**

Participants are responsible for arriving on time.

Missed nights are non-refundable.

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## **11. Ground Transportation**

If included, transfers are limited to scheduled services.

Missed transfers are forfeited without refund.

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## **12. Rooming & Hotel Policies**

Room assignments are not guaranteed.

Participants are responsible for:

- damages
- incidentals
- compliance with hotel policies

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## **13. Optional Activities & Third-Party Services**

All third-party services are independent.

Participation is voluntary and at the participant's own risk.

The Agency is not responsible for third-party performance.

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## **14. Participant Responsibilities & Conduct**

Participants agree to:

- provide accurate information
- comply with laws and policies
- behave respectfully

The Agency may remove any participant without refund for:

- unsafe conduct
- aggressive behavior
- rule violations
- disruption of the group experience

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## **15. Injury, Medical Responsibility & Fitness to Participate**

Participants confirm that they are physically capable of participating in any activities they choose to join.

Participants are solely responsible for:

- all medical expenses
- ambulance services
- hospital treatment
- emergency care

The Agency is not responsible for any medical costs incurred.

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## **16. Equipment & Facility Disclaimer**

Event equipment and facilities may be temporary or recreational in nature.

Participants acknowledge:

- conditions may vary
  - surfaces may be uneven
  - equipment is used at their own risk
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## **17. Travel Insurance**

Travel insurance is strongly recommended.

Participants are responsible for obtaining coverage for:

- medical emergencies
- athletic injuries
- trip cancellation or interruption
- travel delays

The Agency is not responsible for any losses or expenses that could have been covered by insurance.

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## **18. Assumption of Risk & Limitation of Liability**

Participants acknowledge that travel and recreational activities involve inherent risks.

By participating, participants voluntarily assume all risks.

The Agency shall not be liable for:

- injuries
- damages
- losses
- third-party actions

Total liability, if any, shall not exceed the Amount Paid.

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## **19. Force Majeure**

The Agency is not responsible for events beyond its control, including:

- weather
  - natural disasters
  - government actions
  - travel disruptions
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## **20. Chargebacks & Disputes**

Participants agree to contact the Agency before initiating disputes.

Improper chargebacks may result in recovery actions.

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## **21. Indemnification**

Participants agree to indemnify and hold harmless the Agency from any claims arising from participation.

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## **22. Media & Photography**

Participants grant permission for media use unless stated otherwise in writing.

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## **23. Governing Law & Arbitration**

These Terms are governed by California law.

Disputes will be resolved through binding arbitration in Fresno, California.

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## **24. Entire Agreement & Acceptance**

Participation constitutes acceptance of these Terms.

Electronic agreements are legally binding.