

# **PARTICIPANT TRAVEL WAIVER & RELEASE OF LIABILITY**

Coordinated by Hotel Resort Discounts LLC (“Agency”)

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## **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, referees, event staff, security personnel, activity providers, excursion operators, or any third-party vendors.

All services provided during the trip, including accommodations, meals, transportation, activities, excursions, athletic events, and resort amenities, are provided by independent third-party providers or facilitated as part of a group experience.

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 interact 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.

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## **2. Assumption of Risk (Travel & General Activities)**

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.

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### **3. Athletic Activity & Beach Soccer Tournament Risk Acknowledgment**

I understand that this trip may include participation in recreational or athletic activities, including but not limited to a beach soccer tournament or similar events.

I acknowledge that these activities involve **heightened physical risk**, including but not limited to:

- collisions with other participants
- falls, dives, or impact with the ground or sand surface
- muscle strains, ligament injuries, or overexertion
- dehydration, heat exhaustion, or heat stroke
- unpredictable actions of other participants
- uneven or natural playing conditions

I understand that injuries may occur even when rules are followed.

I voluntarily choose to participate and assume full responsibility for any injury, damage, or loss resulting from my participation.

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### **4. Event Structure, Rules & Voluntary Participation**

I understand that any athletic or recreational activity is **optional** and not required for participation in the overall trip.

I agree to follow all rules, guidelines, and instructions provided for any activity or tournament.

I understand that:

- rules may be provided separately
- rules may be modified at any time
- enforcement of rules may vary

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

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## 5. Event Staff, Referees & Limited Responsibility

I understand that the Agency may coordinate event personnel, including:

- referees
- coordinators or commissioners
- assistants
- security personnel
- media personnel

I acknowledge that all such individuals act in **limited, role-specific capacities only**.

I agree that:

- referees are present solely to facilitate gameplay
- coordinators manage logistics only
- assistants provide general support only
- security personnel, if present, do not guarantee safety

No individual is acting as a medical provider, safety officer, or guarantor of participant safety.

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

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## 6. Medical Responsibility & Fitness to Participate

I confirm that I am physically and medically able to participate in this trip and any activities I choose to join.

I understand that I am solely responsible for determining my ability to participate safely.

I accept full responsibility for:

- any injury or illness
- medical treatment
- hospital care
- ambulance or emergency services

I understand that medical services in a foreign country may be limited or costly.

The Agency is not responsible for any medical expenses incurred.

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## **7. Emergency Medical Authorization**

In the event of an emergency, I authorize medical treatment to be arranged on my behalf.

I understand that:

- this authorization does not create responsibility for the Agency
  - all costs remain my responsibility
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## **8. 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, but is not limited to:

- travel-related incidents
- accommodations and hotel services
- transportation
- activities and excursions
- athletic participation
- actions of other participants
- actions of third-party providers
- event conditions, equipment, or environment

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

The Agency shall not be liable for indirect or consequential damages, including:

- lost wages
  - missed flights
  - travel disruptions
  - emotional distress
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## **9. 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 services
  - transportation providers
  - activities or excursions
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## **10. Hosted Experience, Group Size & Activity Changes**

I understand that this is a flexible group experience.

The Agency may modify:

- activities
- schedules
- event structure
- participation elements

Such changes do not entitle me to refunds or compensation.

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## **11. Conduct & Removal from Participation**

I agree to conduct myself in a safe and respectful manner.

I understand that I may be removed from:

- the trip

- any activity
- the tournament

without refund if my behavior is:

- unsafe
  - aggressive
  - disruptive
  - unlawful
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## **12. Equipment & Facility Disclaimer**

I understand that equipment and facilities used during activities may be temporary, recreational, or non-professional.

Conditions may vary.

I assume all risks associated with use of such equipment or facilities.

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## **13. Travel Insurance Recommendation**

I understand that travel insurance is strongly recommended.

I acknowledge that I am responsible for obtaining coverage for:

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

The Agency is not responsible for any costs that could have been covered by insurance.

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## **14. Cancellation & Refund Acknowledgment**

I understand that:

- deposits do not guarantee trip confirmation
- I should not book flights before confirmation
- cancellation terms are governed by the Terms & Conditions

Improper chargebacks may result in legal or collection action.

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## **15. Indemnification**

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

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## **16. Force Majeure**

The Agency is not responsible for events beyond its control.

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## **17. 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.

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## **18. Media Consent**

I grant permission for photos and videos to be used unless I opt out in writing.

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## **19. Acknowledgment & Signature**

By signing, I confirm:

- I have read and understand this Waiver
- I accept all terms voluntarily
- I understand I am waiving legal rights

Electronic signatures are legally binding.