

HOTEL RESORT DISCOUNTS LLC — TERMS & CONDITIONS

Company: Hotel Resort Discounts LLC (“Agency,” “Hotel Resort Discounts,” “HRD,” “we,” “us,” or “our”)

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1. Overview

Hotel Resort Discounts LLC provides resort-based group travel planning, coordination, administrative support, registration support, participant communication, and hosted group travel services in collaboration with hotels, resorts, travel suppliers, event organizers, employers, organizations, and third-party service providers.

The Agency may assist with different types of group travel, including but not limited to wellness retreats, hosted group getaways, corporate retreats, employer-sponsored trips, organization-sponsored trips, incentive trips, alumni trips, association trips, club trips, community group trips, recreational group trips, and other resort-based group experiences.

These Terms apply to your use of the Agency’s website, inquiry forms, registration forms, payment links, trip pages, participant communication, and any group travel services provided by the Agency, unless a separate written agreement applies.

The Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, transportation providers, tour operators, destination management companies, instructors, referees, security personnel, medical providers, excursions, activities, or other third-party vendors.

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

2. Group Trip Models

The Agency may support group travel under different planning and payment models. The applicable model may vary by trip, organizer, employer, hotel, resort, supplier, payment structure, or written agreement.

A. HRD-Managed Individual-Pay or Public Group Trips

For certain public, hosted, wellness, recreational, social, alumni, club, community, or individual-pay group trips, participants may register through the Agency's systems and may be subject to the Agency's registration process, payment schedule, deposit rules, communication process, waiver requirements, cancellation policy, refund rules, and trip-specific deadlines.

For these trips, the Agency may use its internal CRM, forms, payment links, automated reminders, email communications, participant records, and registration workflows to manage participant information, deposits, payment reminders, trip updates, waivers, and related administrative tasks.

B. Corporate, Employer-Sponsored, Organization-Sponsored, or Private Group Trips

For corporate retreats, employer-sponsored trips, organization-sponsored trips, incentive trips, meetings, private group events, association trips, or other group trips where an employer, company, organization, host, or group leader is responsible for payment, contracting, or group arrangements, the hotel, resort, destination management company, travel supplier, or third-party provider may issue the primary proposal, contract, invoice, payment schedule, room block terms, attrition rules, cancellation policy, refund rules, participant requirements, and service terms.

In these cases, the Agency may act in a planning, advisory, coordination, referral, introduction, communication, proposal review, or administrative support role. Unless explicitly stated otherwise in a signed written agreement, the Agency is not the hotel, resort, group contract holder, employer, event sponsor, merchant of record, or guarantor of the hotel's or supplier's performance.

Participants, employers, organizations, hosts, and group leaders are responsible for reviewing and complying with the applicable hotel, resort, supplier, and contract terms.

C. Trip-Specific Terms Control

Each group trip may include its own trip webpage, registration form, payment schedule, confirmation deadline, room minimum, refund policy, cancellation policy, waiver, hotel rules, supplier terms, or written agreement.

If trip-specific terms conflict with these general Terms, the trip-specific terms will control for that specific trip, unless prohibited by law.

3. Definitions

Trip Cutoff Date or Confirmation Deadline

The official date published on the trip webpage, registration form, proposal, contract, invoice, or written communication after which certain trip decisions, financial obligations, payment rules, cancellation rules, refund rules, or confirmation decisions may apply.

Amount Paid

The total funds received directly by the Agency from a participant, group leader, employer, organization, or customer for a specific trip or service, excluding any amounts paid directly to hotels, resorts, airlines, suppliers, payment processors, or third-party providers.

Trip Confirmation

Written confirmation issued by the Agency, hotel, resort, supplier, employer, organization, or authorized group representative that the trip, room block, or group experience is confirmed to proceed. A registration submission, inquiry submission, deposit payment, or automated confirmation email does not necessarily mean the trip is fully confirmed unless stated in writing.

Group Participation Level

The number of confirmed participants, registered travelers, booked rooms, deposits received, or contracted rooms, which may influence whether a group trip proceeds, is modified, is repriced, or is cancelled.

Hosted Experience

A group travel experience organized, coordinated, administered, or supported by the Agency.

Optional Activity

Any activity, session, excursion, class, wellness experience, recreational event, athletic activity, group meal, social activity, tour, transportation service, or add-on that a participant may choose to join voluntarily.

Supplier

Any hotel, resort, airline, transfer company, tour operator, destination management company, activity provider, instructor, guide, insurance provider, payment processor, or other third-party service provider.

4. Role of the Agency

The Agency provides planning, coordination, registration, administrative, communication, and group travel support services. Depending on the trip, the Agency's role may include:

- Travel planning guidance
- Resort or destination research
- Hotel or resort introductions
- Proposal or quote review
- Group trip webpage creation
- Participant registration support
- Payment schedule communication
- Participant reminders
- Waiver collection
- Group communication
- Coordination with hotels, resorts, organizers, employers, or suppliers
- General administrative support

The Agency does not guarantee:

- Hotel or resort availability
- Room availability
- Room location
- Room category upgrades
- Pricing availability
- Airfare availability
- Supplier performance
- Weather conditions
- Participant satisfaction
- Group attendance
- Group dynamics
- Specific outcomes
- Approval of any proposal, quote, contract, or concession
- Trip confirmation unless expressly confirmed in writing

Nothing in these Terms creates a partnership, employment relationship, agency relationship, fiduciary relationship, joint venture, or franchise relationship between the Agency and any participant, employer, organization, hotel, resort, supplier, instructor, host, or vendor.

5. Experience Structure & Flexibility

Group trips and hosted experiences are designed with flexibility. Schedules, activities, inclusions, meeting times, transportation details, shared group moments, meals, excursions, and other trip components may change before or during travel.

The Agency, hotel, resort, supplier, host, employer, organization, or event provider may modify itineraries, adjust activities, substitute providers, change schedules, revise meeting times, adjust group plans, or cancel optional activities when needed.

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

Participant satisfaction is subjective and not guaranteed.

6. Public Group Trips, Individual Registration & Payment Responsibility

For HRD-managed public or individual-pay group trips, each registration is subject to the trip-specific registration page, payment schedule, deposit rules, refund rules, cancellation policy, waiver requirements, and communication process.

A deposit may be required to reserve a participant's spot or room package. The deposit may hold the registration while the group is being finalized, but it does not guarantee that the trip will proceed unless Trip Confirmation is issued.

If a room, suite, or package allows more than one participant, the primary participant may be responsible for the room, suite, package, payment schedule, second adult information, guest accuracy, and any obligations tied to that registration unless otherwise stated in writing.

The Agency does not assign random roommates unless specifically stated in writing. Participants are responsible for choosing who they share a room with.

7. Corporate, Employer, Organization, and Private Group Terms

For corporate, employer-sponsored, organization-sponsored, or private group trips, the employer, organization, group leader, hotel, resort, or supplier may control the primary payment structure, participant eligibility, deadlines, room block terms, cancellation rules, attrition terms, refund rules, registration process, and travel requirements.

The Agency may provide planning guidance or coordination support, but the Agency is not responsible for the employer's, organization's, hotel's, resort's, or supplier's contract obligations unless the Agency has expressly accepted those obligations in a signed written agreement.

Participants in employer-sponsored, organization-sponsored, or private group trips may also be subject to employer, organization, hotel, resort, supplier, or event-specific policies.

8. Quotes, Pricing, Availability & Package Changes

All prices, rates, package totals, room types, inclusions, schedules, taxes, fees, transportation, activities, and availability are subject to change until confirmed in writing.

Quotes are not guaranteed unless expressly confirmed in writing by the Agency, hotel, resort, or supplier.

Individual travel quotes outside of a group trip are separate from the group trip and may be subject to live pricing, availability, hotel rules, supplier terms, and updated package rules.

The Agency is not responsible for price changes, availability changes, supplier errors, hotel policy changes, taxes, resort fees, government fees, exchange rate changes, or third-party pricing changes.

9. Payments, Trip Viability & Cancellation Policy

Payment rules vary by trip model and trip-specific terms.

A. HRD-Managed Individual-Pay or Public Group Trips

For HRD-managed individual-pay or public group trips, the following rules apply unless the trip-specific page or written agreement states otherwise:

A deposit is required to reserve a spot or room package.

The Agency may:

- Proceed with the trip

- Modify the experience
- Adjust deadlines
- Revise the payment schedule
- Cancel the trip prior to confirmation
- Offer an updated individual quote when appropriate

If the trip does not proceed prior to Trip Confirmation, payments made directly to the Agency for that trip will be refunded in full, unless the trip-specific terms state otherwise.

B. Participant Cancellation Before Cutoff

If a participant cancels before the published Trip Cutoff Date or Confirmation Deadline, the participant may receive a refund of amounts paid directly to the Agency, minus a 15% cancellation and administrative processing fee, unless the trip-specific terms state otherwise.

This fee helps cover non-refundable payment processing costs, registration setup, administrative work, participant communication, CRM processing, trip coordination, and other costs incurred by the Agency before cancellation.

C. Participant Cancellation After Cutoff

After the published Trip Cutoff Date or Confirmation Deadline, all payments are non-refundable, unless the trip-specific terms state otherwise or unless required by applicable law.

D. Agency Cancellation

If the Agency cancels an HRD-managed trip and the trip does not proceed, the Agency will refund payments made directly to the Agency for that trip, unless the trip-specific terms state otherwise.

The Agency is not responsible for refunding payments made directly to hotels, resorts, airlines, suppliers, payment processors, insurance providers, or other third parties.

E. Payment Deadlines

Failure to meet payment deadlines may result in cancellation of a participant's registration, removal from the trip, forfeiture of amounts paid, loss of room availability, or loss of package availability.

F. Corporate, Employer, Organization, or Supplier-Contracted Trips

For corporate, employer-sponsored, organization-sponsored, private, or supplier-contracted group trips, payment terms, cancellation terms, attrition terms, refund rules, deposits, invoices, charge schedules, and penalties may be controlled by the hotel, resort, supplier, employer, organization, or group contract.

The Agency is not responsible for refunding or modifying payments made directly to a hotel, resort, employer, organization, supplier, or third-party provider.

10. Airfare & Independent Travel

Participants are responsible for booking and paying for their own airfare unless airfare is expressly included in writing.

Participants should not book flights or non-refundable travel arrangements until Trip Confirmation or separate individual booking confirmation is issued.

The Agency is not responsible for airfare costs, flight changes, missed flights, delays, cancellations, airline credits, baggage fees, schedule changes, travel disruptions, or any expenses caused by booking airfare before official confirmation.

11. Travel Delays, Missed Arrivals & Missed Services

Participants are responsible for arriving on time and complying with travel schedules.

Missed nights, missed transfers, missed meals, missed activities, late arrivals, early departures, no-shows, and unused services are non-refundable unless the applicable hotel, resort, supplier, or trip-specific terms state otherwise.

The Agency is not responsible for delays caused by airlines, weather, traffic, customs, immigration, government action, illness, documentation issues, personal emergencies, or other circumstances outside the Agency's control.

12. Ground Transportation

If ground transportation is included, it is limited to the services, routes, times, airports, and procedures listed on the trip page, proposal, itinerary, supplier confirmation, or written communication.

Missed transfers may be forfeited without refund.

Participants are responsible for providing accurate flight information and arrival details when requested.

The Agency is not responsible for transportation delays, missed transfers, supplier delays, vehicle availability, road conditions, or schedule changes outside the Agency's control.

13. Rooming, Room Types & Hotel Policies

Room types, room assignments, bedding configurations, views, locations, connecting rooms, upgrades, accessibility requests, and special requests are subject to hotel or resort availability and are not guaranteed unless confirmed in writing by the hotel or resort.

Participants are responsible for:

- Hotel incidentals
- Damages
- Resort fees, if applicable
- Personal charges
- Minibar charges
- Spa charges
- Room service charges
- Parking fees
- Lost keys or wristbands
- Compliance with hotel and resort policies
- Credit card or debit card holds required at check-in

Hotels and resorts may require a credit card or debit card at check-in for incidental charges or temporary authorization holds. Such holds are controlled by the hotel or resort and may remain pending after checkout.

14. Optional Activities & Third-Party Services

Optional activities and third-party services may include excursions, tours, wellness sessions, fitness sessions, athletic events, dining experiences, transportation, spa services, entertainment, park access, or other activities.

All third-party services are provided by independent providers. Participation is voluntary and at the participant's own risk.

The Agency is not responsible for third-party acts, omissions, delays, cancellations, quality, safety, staffing, equipment, weather decisions, schedule changes, or service performance.

15. Participant Responsibilities & Conduct

Participants agree to:

- Provide accurate information
- Submit required forms and waivers
- Make payments on time
- Review trip-specific terms
- Review hotel, resort, supplier, and activity rules
- Comply with laws and policies
- Behave respectfully toward staff, suppliers, other travelers, hotel guests, and group participants
- Avoid unsafe, aggressive, disruptive, discriminatory, threatening, or unlawful conduct
- Take responsibility for personal belongings, travel documents, and personal decisions

The Agency may remove or exclude any participant without refund for:

- Unsafe conduct
 - Aggressive behavior
 - Harassment
 - Threats
 - Rule violations
 - Disruption of the group experience
 - Damage to property
 - Failure to comply with hotel, resort, supplier, or Agency policies
 - Failure to complete required waivers or documentation
 - Nonpayment
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16. Injury, Medical Responsibility & Fitness to Participate

Participants are responsible for determining whether they are physically, medically, and emotionally capable of participating in travel, activities, excursions, wellness sessions, recreational activities, athletic events, or any other trip components.

Participants are solely responsible for:

- Medical expenses
- Ambulance services
- Hospital treatment
- Emergency care
- Medications
- Doctor visits

- Travel interruptions due to health issues
- Fitness to travel
- Fitness to participate in activities
- Dietary decisions
- Allergies
- Accessibility needs
- Medical equipment
- Insurance claims

The Agency is not a medical provider and does not provide medical advice, medical screening, medical supervision, emergency medical care, or safety guarantees.

17. Athletic Event Participation, Recreational Activities & Wellness Sessions

Certain group trips may include recreational, athletic, fitness, wellness, movement, beach, water-based, or similar activities, including but not limited to beach soccer, yoga, fitness sessions, meditation, breathwork, group walks, recreational games, resort activities, or similar experiences.

Participation is entirely voluntary.

Participants acknowledge and agree that these activities involve inherent risks, including but not limited to:

- Physical contact with other participants
- Falls, collisions, or impact injuries
- Muscle strains
- Dehydration
- Heat-related illness
- Uneven or natural surfaces
- Sand, water, pool, beach, or outdoor conditions
- Weather exposure
- Equipment-related risks
- Personal health limitations

Participants participate at their own risk and assume full responsibility for any injuries, damages, expenses, or losses resulting from participation.

The Agency does not guarantee:

- Safety conditions

- Injury prevention
 - Medical outcomes
 - Rule enforcement
 - Participant behavior
 - Supervision of participants
 - Availability of medical personnel
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18. Event Staff, Coordination & Limited Role of Personnel

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

- Trip hosts
- Event coordinators
- Group leaders
- Assistants
- Instructors
- Referees
- Content creators
- Photographers
- Videographers
- Security personnel
- Transportation coordinators
- Hotel or supplier representatives

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

Participants acknowledge that:

- Referees are present solely to facilitate gameplay
- Instructors are present only to lead the stated session
- Coordinators assist with logistics only
- Assistants may help with communication or coordination
- Content creators are present only to capture media
- Security personnel, if any, are not personal bodyguards
- No individual is acting as a medical professional unless expressly identified as such
- No individual guarantees participant safety or injury prevention

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

19. Tournament Rules & Gameplay

Athletic events may be governed by a separate Tournament Rules & Format document, event rules, schedule, or written instructions.

Participants agree to:

- Follow all rules provided
- Comply with instructions from referees, coordinators, or event staff
- Conduct themselves in a safe and respectful manner
- Stop participating if they feel unsafe, injured, ill, or unable to continue

The Agency reserves the right to modify rules, format, scheduling, teams, match times, activities, or event structure at any time.

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

20. Equipment & Facility Disclaimer

Event equipment, activity equipment, fields, courts, beaches, pools, wellness spaces, meeting areas, resort facilities, and other venues may be temporary, recreational, shared, natural, or third-party controlled.

Participants acknowledge:

- Conditions may vary
 - Surfaces may be uneven, wet, slippery, hot, sandy, or unstable
 - Equipment may be recreational in nature
 - Facilities may be shared with other guests
 - Weather may affect conditions
 - Use of equipment and facilities is at the participant's own risk
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21. Travel Documents, Entry Requirements & Legal Compliance

Participants are responsible for obtaining and maintaining valid passports, visas, identification, travel authorizations, health documentation, vaccination records, entry forms, and any other documents required for travel.

The Agency is not responsible for denied boarding, denied entry, immigration issues, passport problems, visa issues, customs delays, legal violations, or failure to meet destination requirements.

Participants are responsible for complying with all laws, rules, and regulations of the destination, hotel, resort, airport, airline, supplier, and government authorities.

22. Travel Insurance

Travel insurance is strongly recommended for all participants and may be required for certain trips.

Participants are responsible for obtaining coverage for:

- Medical emergencies
- Athletic injuries
- Trip cancellation
- Trip interruption
- Travel delays
- Missed connections
- Lost baggage
- Emergency evacuation
- Supplier default, where available
- Non-refundable travel expenses

The Agency is not responsible for any losses, expenses, injuries, cancellations, delays, or disruptions that could have been covered by travel insurance.

23. Assumption of Risk & Limitation of Liability

Participants acknowledge that travel, group activities, resort stays, transportation, recreational activities, athletic events, wellness sessions, excursions, international travel, and third-party services involve inherent risks.

By participating, participants voluntarily assume all risks associated with travel and participation.

To the fullest extent permitted by law, the Agency shall not be liable for:

- Injuries
- Illness
- Death

- Damages
- Losses
- Delays
- Cancellations
- Missed services
- Lost or stolen property
- Third-party actions
- Supplier failures
- Hotel or resort decisions
- Weather events
- Government actions
- Participant conduct
- Employer or organization decisions
- Airline disruptions
- Medical expenses
- Emotional distress
- Consequential damages
- Incidental damages
- Special damages
- Punitive damages
- Lost profits
- Lost opportunities

To the fullest extent permitted by law, the Agency's total liability, if any, shall not exceed the Amount Paid directly to the Agency by the participant or customer for the specific trip or service giving rise to the claim.

24. Force Majeure

The Agency is not responsible for events beyond its reasonable control, including but not limited to:

- Weather
- Natural disasters
- Hurricanes
- Floods
- Earthquakes
- Fire
- Pandemics
- Epidemics
- Illness outbreaks
- Government actions

- Travel bans
- Border closures
- Airport closures
- Airline disruptions
- Labor strikes
- Civil unrest
- War
- Terrorism
- Supplier failure
- Hotel closure
- Transportation disruptions
- Power outages
- Technology failures
- Acts of God
- Public health restrictions
- Emergencies

If a force majeure event affects a trip, the Agency may modify, postpone, reschedule, cancel, or assist with supplier options where available. Refunds, credits, penalties, and alternatives may be controlled by the applicable hotel, resort, supplier, employer, organization, or trip-specific terms.

25. Chargebacks & Payment Disputes

Participants and customers agree to contact the Agency in writing before initiating a chargeback, payment dispute, bank dispute, or card issuer claim.

Improper chargebacks, false disputes, or disputes filed contrary to the applicable cancellation policy may result in collection activity, recovery of fees, loss of registration, cancellation of services, and responsibility for costs incurred by the Agency.

This section does not limit any rights a consumer may have under applicable law.

26. Indemnification

Participants, customers, group leaders, employers, and organizations agree to indemnify, defend, and hold harmless Hotel Resort Discounts LLC, its owners, officers, employees, contractors, agents, representatives, affiliates, and service providers from and against any claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising from or related to:

- Participation in a trip
 - Use of the website
 - Submission of inaccurate information
 - Failure to comply with these Terms
 - Failure to comply with trip-specific terms
 - Participant conduct
 - Injury or damage caused by the participant
 - Violation of law
 - Violation of hotel, resort, supplier, employer, or organization policies
 - Chargebacks or payment disputes
 - Claims brought by another participant, roommate, guest, supplier, hotel, resort, employer, organization, or third party
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27. Media, Photography & Video

Participants acknowledge that group trips may involve photography, video, social media content, marketing content, or other media capture.

By participating, participants grant the Agency permission to use their name, image, likeness, voice, photo, video, testimonial, or appearance in promotional, educational, social media, website, advertising, or business materials without compensation, unless the participant notifies the Agency in writing before the trip that they do not consent to media use.

The Agency will make reasonable efforts to honor written opt-out requests, but cannot guarantee that a participant will not appear incidentally in group photos, public spaces, resort areas, third-party media, or background content.

28. Website Information, Errors & Updates

The Agency makes reasonable efforts to keep website information accurate, but errors, omissions, outdated information, pricing mistakes, availability changes, broken links, or typographical mistakes may occur.

The Agency reserves the right to correct errors, update trip pages, revise pricing, update terms, remove content, change forms, or modify website information at any time.

Website content is informational and does not create a binding reservation, quote, contract, or guarantee unless confirmed in writing.

29. Communications, Email & SMS

By submitting an inquiry, registration, payment, or form, participants and customers agree that the Agency may contact them by email, phone, SMS, or other communication methods regarding their inquiry, registration, trip, payment schedule, reminders, updates, documents, waivers, or related services.

SMS consent is not required for purchase unless stated otherwise. Message and data rates may apply. Participants may opt out of marketing SMS where applicable by following the instructions provided.

Participants are responsible for checking spam, promotions, and junk folders and for providing accurate contact information.

The Agency is not responsible for missed communications caused by incorrect email addresses, blocked messages, spam filters, phone carrier issues, or failure to monitor communications.

30. Privacy

The Agency may collect personal information needed to process inquiries, registrations, payments, trip communication, waivers, supplier coordination, and customer support.

Personal information may be shared with hotels, resorts, suppliers, payment processors, employers, organizations, group leaders, or service providers when needed to support a trip, process a request, provide services, or comply with legal obligations.

Use of the Agency's website and services may also be subject to the Agency's Privacy Policy, if published separately.

31. No Guarantee of Trip Approval, Resort Acceptance, or Group Confirmation

Submitting an inquiry, registration, deposit, or request does not guarantee:

- Trip approval
- Resort acceptance
- Group confirmation
- Room availability
- Pricing availability

- Minimum group participation
- Contract approval
- Employer approval
- Supplier approval
- Specific hotel concessions
- Specific amenities
- Specific room location
- Specific itinerary

The Agency may decline, cancel, modify, or pause a request or registration when appropriate.

32. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of California, without regard to conflict of law principles.

Before filing any formal claim, the parties agree to first attempt to resolve the dispute informally by contacting the Agency at support@hotelresortdiscounts.com.

To the fullest extent permitted by law, disputes arising from or relating to the specific trip, service, payment, registration, or transaction provided by the Agency shall be resolved through binding arbitration in Fresno County, California, unless applicable law requires otherwise.

Nothing in this section is intended to limit rights that cannot be waived under applicable consumer protection laws.

Claims must be brought individually and not as a class, collective, consolidated, or representative action, to the fullest extent permitted by law.

33. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions will remain in full force and effect.

34. Changes to These Terms

The Agency may update these Terms from time to time. The version posted on the Agency's website or provided with a trip registration will apply unless otherwise stated in writing.

For existing registrations, trip-specific terms and written communications may continue to apply based on the terms in effect at the time of registration, unless updated terms are accepted or required by law.

35. Entire Agreement & Acceptance

These Terms, together with any trip-specific terms, registration forms, waivers, payment terms, supplier terms, hotel terms, proposals, contracts, invoices, and written communications, form the applicable agreement between the participant, customer, employer, organization, group leader, and the Agency.

Participation in a trip, submission of a registration form, submission of an inquiry form, payment of a deposit, use of the website, electronic acceptance, or continued use of the Agency's services constitutes acceptance of these Terms.

Electronic agreements, checkbox confirmations, typed names, form submissions, and online acceptances are intended to be legally binding.