

# **PARTICIPANT TRAVEL WAIVER, ASSUMPTION OF RISK & RELEASE OF LIABILITY**

Coordinated by Hotel Resort Discounts LLC (“Agency,” “Hotel Resort Discounts,” “HRD,” “we,” “us,” or “our”)

This Waiver applies to the group trip, hosted experience, private group trip, corporate group trip, organization-sponsored trip, wellness trip, recreational trip, or related travel experience associated with my registration or participation.

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## **1. Participation Acknowledgment**

I understand that my participation in this resort-based group travel experience, hosted experience, public group trip, private group trip, corporate group trip, organization-sponsored trip, recreational trip, wellness trip, or related travel experience is voluntary.

Hotel Resort Discounts LLC may provide travel planning, group coordination, registration support, payment administration, timeline management, participant communications, waiver collection, trip updates, and other administrative support depending on the type of trip.

I understand that different trips may be handled under different models. Some trips may be managed directly through HRD’s registration and CRM systems. Other trips may be corporate, employer-sponsored, organization-sponsored, privately contracted, or supplier-contracted, where the hotel, resort, company, organization, group leader, destination management company, or travel supplier may control the primary contract, payment schedule, cancellation rules, refund rules, room block terms, participant requirements, and service terms.

I acknowledge that the Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, transportation providers, tour operators, destination management companies, instructors, referees, event staff, security personnel, activity providers, excursion operators, medical providers, or any third-party vendors.

All services provided during the trip, including accommodations, meals, transportation, activities, excursions, athletic events, wellness sessions, recreational activities, resort amenities, and optional services, may be 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 participants and additional participants, regardless of who made payment.

I understand that this may be a shared group travel experience with other participants and that I may interact with individuals I do not know. I acknowledge that this may not be 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, contractors, representatives, or affiliates of the Agency. I agree that the Agency is not responsible for the actions, behavior, decisions, or conduct of other participants.

I acknowledge that the Agency does not guarantee any specific outcomes, experiences, group size, social dynamics, accommodations, room location, activity participation, hotel service level, resort experience, supplier performance, 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
- Lost or stolen property
- Weather conditions
- Transportation disruptions
- Flight delays or cancellations
- Missed connections
- Missed arrivals
- Food-related illness
- Allergic reactions
- Exposure to communicable diseases
- International travel risks
- Documentation or passport issues
- Government actions or travel restrictions
- Participation in physical, recreational, athletic, wellness, or optional activities
- Acts, omissions, or conduct of third-party providers or other participants

I understand these risks may result in serious injury, disability, financial loss, emotional distress, medical expenses, travel disruption, or death.

I voluntarily assume all risks associated with my participation in the trip, travel, activities, accommodations, transportation, excursions, and related services.

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### **3. Wellness, Recreational & Athletic Activity Risk Acknowledgment**

I understand that this trip may include optional wellness, recreational, movement-based, fitness, beach, water-based, social, or athletic activities, including but not limited to yoga, meditation, breathwork, fitness sessions, group walks, beach activities, recreational games, resort activities, beach soccer, tournaments, or similar experiences.

I understand that participation in these activities is optional and voluntary.

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

- Physical contact with other participants
- Falls, slips, trips, dives, or impact with the ground, sand, floor, water, or other surfaces
- Muscle strains, sprains, ligament injuries, fractures, or overexertion
- Dehydration, heat exhaustion, heat stroke, or sun exposure
- Unpredictable actions of other participants
- Uneven, wet, sandy, slippery, hot, natural, or unstable surfaces
- Equipment-related risks
- Water, pool, beach, or outdoor conditions
- Weather-related risks
- Personal health limitations or unknown medical conditions

I understand that injuries may occur even when rules are followed and reasonable precautions are taken.

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

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

I understand that any athletic, recreational, wellness, fitness, movement-based, social, or optional activity is not required for participation in the overall trip unless expressly stated in writing.

I agree to follow all rules, guidelines, instructions, schedules, and safety-related directions provided for any activity, event, session, tournament, excursion, or group experience.

I understand that:

- Rules may be provided separately
- Rules may be modified at any time
- Schedules may change
- Activities may be adjusted, substituted, or cancelled
- Enforcement of rules may vary
- Participation levels may vary
- Activities may be affected by weather, hotel policies, supplier availability, staffing, or group needs

Failure to enforce rules, monitor participants, or supervise gameplay or activities does not create liability for the Agency.

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## **5. Event Staff, Coordinators, Instructors, Referees & Limited Responsibility**

I understand that the Agency may provide, coordinate, or interact with event personnel or support individuals, including but not limited to:

- Trip hosts
- Group leaders
- Event coordinators
- Commissioners
- Assistants
- Instructors
- Wellness facilitators
- Fitness instructors
- Referees
- Security personnel
- Media personnel
- Photographers
- Videographers
- Hotel or supplier representatives
- Transportation coordinators

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

I agree and understand that:

- Trip hosts and coordinators assist with communication and logistics only
- Instructors or facilitators are present only to lead the stated session or activity
- Referees are present only to facilitate gameplay
- Assistants provide general support only

- Media personnel are present only to capture photo or video content
- Security personnel, if present, do not guarantee safety or personal protection
- Hotel or supplier representatives are controlled by their own employer or provider
- No individual is acting as a medical provider unless expressly identified as such
- No individual is acting as a safety officer or guarantor of participant safety
- No individual guarantees injury prevention, emergency outcomes, or participant behavior

Any assistance provided in the event of injury, illness, emergency, conflict, or disruption is limited to coordination, such as contacting hotel staff, local authorities, medical providers, emergency services, suppliers, or group representatives.

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## **6. Medical Responsibility & Fitness to Participate**

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

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

I accept full responsibility for:

- Any injury or illness
- Medical treatment
- Hospital care
- Ambulance or emergency services
- Emergency evacuation
- Medications
- Doctor visits
- Medical equipment
- Allergies
- Dietary restrictions
- Accessibility needs
- Fitness to travel
- Fitness to participate in activities
- Any medical expenses incurred before, during, or after the trip

I understand that medical services in a foreign country or travel destination may be limited, delayed, unfamiliar, or costly.

The Agency is not responsible for any medical expenses, medical decisions, medical outcomes, or medical treatment incurred before, during, or after the trip.

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

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## **7. Emergency Medical Authorization**

In the event of an emergency, I authorize the Agency, trip host, group leader, hotel, resort, supplier, or event staff to assist with arranging medical treatment, emergency response, transportation, or communication on my behalf when reasonably necessary.

I understand that:

- This authorization does not create responsibility or liability for the Agency
  - The Agency is not required to provide or pay for medical care
  - All medical, emergency, ambulance, transportation, hospital, and related costs remain my responsibility
  - Medical decisions are between me and the applicable medical providers
  - Emergency response times and service availability may vary by destination
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## **8. Release of Liability & Limitation of Liability**

To the maximum extent permitted by law, I release, waive, discharge, and hold harmless Hotel Resort Discounts LLC, its owners, officers, employees, contractors, agents, representatives, affiliates, and service providers from any claims, damages, losses, costs, expenses, injuries, liabilities, or causes of action arising from or related to my participation in the trip.

This includes, but is not limited to claims related to:

- Travel-related incidents
- Accommodations and hotel services
- Resort services and amenities
- Transportation
- Activities and excursions
- Athletic participation
- Wellness or fitness participation
- Recreational activities
- Optional activities
- Food, beverage, or dining services
- Actions of other participants
- Actions or omissions of third-party providers
- Hotel, resort, airline, supplier, or vendor decisions

- Event conditions, equipment, facilities, or environment
- Missed services
- Delays, cancellations, or disruptions
- Illness, injury, or medical emergencies
- Lost, stolen, or damaged property
- Weather, natural conditions, or force majeure events

The total liability of the Agency, if any, shall not exceed the total amount paid by me directly to the Agency for the specific trip or service giving rise to the claim.

The Agency shall not be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to:

- Lost wages
- Missed flights
- Travel disruptions
- Emotional distress
- Lost opportunities
- Additional travel costs
- Medical expenses
- Unused vacation time
- Supplier penalties
- Non-refundable personal expenses

I understand that this release is intended to be as broad and inclusive as permitted by law.

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## **9. Third-Party Provider Disclaimer**

I understand that hotels, resorts, airlines, transportation companies, tour operators, activity providers, instructors, excursion operators, destination management companies, restaurants, medical providers, insurance providers, payment processors, and other suppliers are independent third parties.

The Agency does not control:

- Hotel operations
- Resort operations
- Room assignments
- Service quality
- Staff behavior
- Food and beverage services
- Transportation providers
- Activities or excursions

- Supplier schedules
- Supplier staffing
- Supplier safety procedures
- Supplier equipment
- Airline operations
- Government or destination rules

I agree that the Agency is not responsible for the acts, omissions, negligence, delays, cancellations, service failures, policy changes, errors, or decisions of any third-party provider.

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## **10. Hosted Experience, Group Size & Activity Changes**

I understand that any hosted, public, private, corporate, organization-sponsored, or group travel experience may be flexible and subject to change.

The Agency, hotel, resort, supplier, employer, organization, host, or group leader may modify:

- Activities
- Schedules
- Meeting times
- Event structure
- Transportation timing
- Participation elements
- Group activities
- Optional experiences
- Itinerary details
- Communication timelines
- Room block arrangements
- Supplier services

Such changes do not automatically entitle me to refunds, credits, compensation, or reimbursement.

I understand that group size, attendance, social interaction, activity participation, and overall group dynamics are not guaranteed.

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

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

I understand that I may be removed from the trip, activity, event, tournament, session, transportation, group communication, or participation without refund if my behavior is:

- Unsafe
- Aggressive
- Disruptive
- Threatening
- Harassing
- Discriminatory
- Unlawful
- Intoxicated or impaired in a way that creates risk
- Damaging to property
- In violation of hotel, resort, supplier, employer, organization, event, or Agency rules
- Harmful to the group experience
- Non-compliant with payment, waiver, or documentation requirements

I understand that removal decisions may be made by the Agency, hotel, resort, supplier, employer, organization, group leader, event staff, or local authorities depending on the situation.

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## **12. Equipment & Facility Disclaimer**

I understand that equipment and facilities used during activities may be temporary, recreational, shared, natural, third-party controlled, or non-professional.

Conditions may vary before, during, and after activities.

I acknowledge that:

- Surfaces may be uneven, wet, slippery, hot, sandy, unstable, or natural
- Equipment may be recreational in nature
- Facilities may be shared with other guests or the public
- Weather may affect conditions
- Resort or supplier rules may change
- Equipment and facilities may not meet the standards of professional sports, medical, or fitness environments

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

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## **13. Travel Documents, Entry Requirements & Legal Compliance**

I understand that I am responsible for obtaining and maintaining all required travel documents, including but not limited to:

- Valid passport
- Visa, if required
- Identification
- Travel authorization
- Health documentation
- Vaccination records, if required
- Entry forms
- Customs or immigration documents
- Any other documents required by the destination, airline, government, hotel, resort, or supplier

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

I agree to comply with all laws, rules, policies, and regulations of the destination, hotel, resort, airport, airline, supplier, and government authorities.

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## **14. Travel Insurance Recommendation**

I understand that travel insurance is strongly recommended and may be required for certain trips.

I acknowledge that I am responsible for obtaining coverage for:

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

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

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## **15. Cancellation, Refund & Payment Acknowledgment**

I understand that cancellation, refund, payment, deposit, deadline, and trip viability terms are governed by the Agency's Terms & Conditions, the trip-specific terms, the registration page, written communications, supplier terms, hotel terms, employer or organization policies, or applicable written agreements.

I understand that:

- Deposits do not always guarantee trip confirmation
- Registration submission does not always guarantee trip confirmation
- I should not book flights or non-refundable personal travel before official confirmation
- Payment deadlines must be followed
- Failure to meet payment deadlines may result in cancellation or loss of registration
- Cancellation rules may vary by trip
- Refund rules may vary by trip
- Supplier, hotel, resort, employer, or organization terms may control certain refunds or penalties
- Payments made directly to third parties may be subject to third-party rules
- Improper chargebacks may result in legal, collection, or recovery action

For HRD-managed individual-pay or public group trips, I understand that if I cancel before the published Trip Cutoff Date or Confirmation Deadline, I 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.

I understand that after the published Trip Cutoff Date or Confirmation Deadline, payments may be non-refundable unless the trip-specific terms state otherwise or unless required by applicable law.

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## **16. Corporate, Employer-Sponsored, Organization-Sponsored & Private Group Acknowledgment**

If my trip is part of a corporate, employer-sponsored, organization-sponsored, private group, association group, incentive trip, meeting, retreat, or supplier-contracted group trip, I understand that the hotel, resort, employer, organization, group leader, destination management company, or travel supplier may control the primary contract terms, payment schedule, eligibility rules,

room block requirements, cancellation policy, refund rules, participant requirements, and service terms.

I acknowledge that in these cases, the Agency may act only as a planning, advisory, coordination, referral, communication, registration support, or administrative support provider.

I understand that the Agency is not responsible for the employer's, organization's, hotel's, resort's, supplier's, or group leader's contractual obligations, payment decisions, refund decisions, cancellation decisions, room block decisions, or participant policies unless the Agency expressly accepts such responsibility in a signed written agreement.

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## **17. Indemnification**

I 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:

- My participation in the trip
  - My participation in activities, excursions, wellness sessions, recreational events, or athletic events
  - My conduct
  - My failure to comply with this Waiver
  - My failure to comply with the Terms & Conditions
  - My failure to comply with trip-specific rules
  - My failure to comply with hotel, resort, supplier, employer, organization, or activity rules
  - My submission of inaccurate information
  - My medical condition, injury, illness, or emergency
  - My damage to property
  - My violation of law
  - My chargebacks or payment disputes
  - Claims brought by another participant, roommate, guest, supplier, hotel, resort, employer, organization, group leader, or third party related to my actions or participation
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## **18. Force Majeure**

I understand that 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, I understand that 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, group leader, trip-specific terms, or written agreement.

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## **19. Media Consent**

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

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

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

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## **20. Communications & Electronic Records**

I agree that the Agency may contact me by email, phone, SMS, or other communication methods regarding my inquiry, registration, trip, payment schedule, reminders, updates, documents, waivers, or related services.

I understand that I am responsible for providing accurate contact information and checking my email, spam folder, promotions folder, text messages, and other communication channels.

I agree that electronic records, online forms, checkbox confirmations, typed names, electronic signatures, and digital submissions may be used to confirm my acceptance of this Waiver and related trip terms.

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## **21. Governing Law & Dispute Resolution**

This Waiver is governed by the laws of the State of California, without regard to conflict of law principles.

Before filing any formal claim, I agree to first attempt to resolve the dispute informally by contacting the Agency at [support@hotelresortdiscounts.com](mailto:support@hotelresortdiscounts.com).

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

Nothing in this Waiver 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.

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## **22. Severability**

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

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## 23. Acknowledgment & Signature

By signing, submitting, checking a box, typing my name, completing a registration form, or participating in the trip, I confirm that:

- I have read and understand this Waiver
- I accept all terms voluntarily
- I understand that travel and activities involve risk
- I understand that I am assuming risk
- I understand that I am releasing certain claims
- I understand that I may be waiving legal rights
- I have had the opportunity to ask questions before signing
- I am responsible for my own travel decisions, conduct, health, safety, and personal belongings
- I am accepting this Waiver for myself and, if applicable, for any additional participant, minor, guest, or traveler I am authorized to register

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

**Participant Full Name:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_