**Terms & Conditions and Waiver of Secret Spot Puerto Rico**

Por Marisabel Santiago Menéndez

**Terms & Conditions**

Secret Spot Puerto Rico, hereby referred to as the "Company," owns this website and all of its contents. You have acknowledged that you accept the terms and conditions by using the company's website or booking any of its services. At any time, these terms and conditions may be revised and modified. At last, the content of this website is protected from infringement with legal measures by trademarks, laws, and regulations.

A certain level of physical strength is needed for many of the company's tours, which involve outdoor activities. Any minimum age, tour difficulty level, etc. criteria must be verified by participants in order to participate. If participation is refused on the spot by the vendor due to one or more of these conditions not being met, no refund will be given. These limitations are intended to protect the participant's wellness and safety, and, in many circumstances, they are mandated by regional laws or insurance policies. If you have any questions about any of the conditions or limitations, kindly get in touch with the Company.

PRIVACY, PAYMENTS, CANCELLATION POLICY AND REFUNDS

Your privacy is important to the company. Your personal information will only be used to improve future experiences. The Company will keep all your information private and won't disclose it to anyone unless it's necessary for your own safety and to schedule tours.

When using this website, it is your responsibility to provide accurate, and comprehensive information. Any claims made otherwise based on information you submitted to us are not the responsibility of the Company.

Your credit card details, and payment are processed by a third-party service on behalf of the Company. Please get in touch with us if you want additional information about that company's policy.

If you decide after making a reservation that you do not want to take part in a tour, you must call 787-371-0931 and get your cancellation confirmed by a company representative.

If you cancel more than 48 hours before the tour's start time, a full refund will be provided (minus any transaction fees or credit card surcharges). Cancellations made with less than 48 hours' notice will not be eligible for a refund.

You forfeit your right to a refund if you fail to show up at the agreed-upon pick-up time and meeting location. If the customer is late for the pick-up, the company is not obligated to wait any longer. If you do not choose to continue with the tour once it has begun, no refunds will be given, and the company is not responsible for any transportation, coordination, or expense to return to your pick-up location or any other location.

The tours need favorable weather. If it is canceled due to inclement weather, you will be offered an alternate date or a full refund. For the tours, a group of at least four people is needed. If the minimum is not met, you will be given the option of an alternative date/experience or a full refund.

**Participant Waiver and Release of Liability**

By purchasing ticket(s) through Secret Spot Puerto Rico and/or by participating on a tour you affirm that you and tour attendees accompanying you fully understand and agree to the following Participant Waiver & Release of Liability and Terms & Conditions. I acknowledge, attest, agree and represent as follows:

1. I am at least 18 years of age.
2. I understand that my safety is my responsibility.
3. I acknowledge that there is an inherent risk of exposure to any type of contagious disease in public places where people are present. By attending the Experience, I voluntarily assume all risks related to exposure to contagious diseases.
4. I understand and agree that the loss, theft, or destruction of my belongings is my sole responsibility.
5. I fully understand and accept, without limitation, sole responsibility for all of the risks associated with my participation while on the tour, including injury and death whether through my own actions or those of other participants, tour guides, pedestrians, restaurant patrons, automobiles, public transportation, acts of nature or any other external parties.
6. I understand and agree that the safety and wellbeing of minors under the age of 18 accompanying myself or my party are my sole responsibility.
7. I agree not to consume alcohol during the tour if I am under 21 years of age or do not have valid government issued identification in my possession during the tour.
8. I understand that tastings may involve optional alcoholic beverages. If I am at least 21 years of age with valid government issued identification, and I choose to consume alcohol before, during, or after the tour, I accept full and sole responsibility for my behavior, wellbeing, and health.
9. I agree to disclose any and all food allergies of myself or anyone in my party, to Secret Spot Puerto Rico via email or phone prior to tour commencement. I will not consume food to which I am allergic.
10. I understand that I will be consuming food and beverages on this tour, and I accept sole responsibility for all risks associated with my participation including food sickness, allergic reaction, and death. I am free to choose which foods, if any, I consume.
11. I represent that I am in good health, in proper physical condition, and capable of walking long distances outdoors. I am encouraged to wear proper clothing, use sunscreen, and stay hydrated throughout the tour. I am sufficiently self-aware to stop physical activity before I become ill or injured.
12. If while on the tour I begin to feel faint or nauseous, I will notify the tour guide and seek medical attention if necessary. I understand that my safety is my sole responsibility. I understand while on the tour I may become injured or harmed. I assume sole responsibility for this risk and release Secret Spot Puerto Rico from all liability or damages resulting from my participation.
13. I understand and agree that the tour leader reserves the right to disqualify anyone at any time during the tour if he or she feels the tour participant is incapable and/or if a tour member’s continued participation will jeopardize the individual involved or the group. Refunds are not given under such circumstances.
14. I am aware that streets along the tour route are open to vehicular traffic, and I will obey all traffic laws/regulations.
15. I waive liability and release Secret Spot Puerto Rico, its affiliates, owners, vendors, operators, agents and employees from any and all actions, suits, claims, controversies, damages, judgments and executions whatsoever, in law or in equity, direct or indirect, known or unknown, foreseeable or unforeseeable, which I may have or acquire, arising from, concerning or related to entry in, travel to or from and/or participation in Secret Spot Puerto Rico tours.
16. I agree that Secret Spot Puerto Rico is not liable for delay or cancellation resulting from acts fire, natural disaster, strikes, or civil disturbance.
17. I agree to grant to Secret Spot Puerto Rico an irrevocable, sub-licensable, non-exclusive, perpetual, royalty-free right to use my photographic, video, and digital likeness as well as any content submitted via website(s) or electronic mail, solely for our promotional and/or commercial purposes without further obligation or compensation.

This Participant Waiver & Release of Liability and subsequent Terms & Conditions shall be construed in accordance with, and its validity and effect (including any claims for breach of any of the terms thereof) shall be governed by the laws of the Island Puerto Rico, and this Participant Waiver and Release of Liability and subsequent Terms and Conditions contains the entire understanding and the agreement of the parties hereto and supersedes all other written and oral exchanges, arrangements or negotiations among them, whether written or oral, concerning the subject matter hereof.

Any dispute related in any way to your use of the company website or participation on a tour through Secret Spot Puerto Rico shall be submitted to confidential arbitration in San Juan, Puerto Rico and governed by the laws in the Island of Puerto Rico. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

I do hereby release and agree to hold harmless Secret Spot Puerto Rico, its affiliates, owners, vendors, operators, agents, and employees from any and all liability associated with the above representations and agreements. In addition, participation in this tour is at my sole risk, and I agree to release, discharge, defend and indemnify against, any and all liability, whether caused by willful or negligent conduct, Secret Spot Puerto Rico, its affiliates, owners, operators, agents, and employees from any claims, actions and liabilities for injury (including death), illness and property losses, theft or damages to myself and those participating in the tour with me. This release shall extend to and include any person/entity acting through or on my behalf.