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

By Marisabel Santiago Menéndez

## Terms & Conditions

Secret Spot Puerto Rico, hereinafter referred to as the "Company," owns this website and all its contents. By using the Company’s website or booking any of its services, you acknowledge that you have read, understood, and agreed to these Terms & Conditions. These terms may be updated at any time without prior notice.

All content on this website is protected under intellectual property laws, including trademarks and copyright regulations.

### Tour Participation Requirements

Many of the Company’s tours involve outdoor activities and require a basic level of physical fitness. Participants must meet all requirements such as age, physical ability, and any other specified conditions.

If a participant is deemed unfit or unqualified to participate at the time of the tour, the vendor has the right to deny participation without refund. These measures are in place for your safety and are often required by local law or insurance policies.

If you have any doubts regarding requirements, please contact the Company in advance.

Participants are expected to act responsibly and respectfully throughout the tour. The following behaviors are strictly prohibited:

* Use of offensive, abusive, or threatening language or actions
* Consuming alcohol underage or without valid ID
* Disruptive behavior toward staff, guides, or other participants
* Engaging in unsafe or reckless conduct that may endanger yourself or others

The Company reserves the right to remove any participant without refund if their behavior violates these guidelines.

## Privacy, Payments, Cancellations & Refunds

### Privacy

Your privacy is important to us. Personal information will only be used to coordinate services and improve future experiences. Your data will not be shared with third parties unless necessary for safety, booking logistics, or legal obligations.

### Payments

Payments are securely processed by a third-party platform on behalf of the Company. You authorize the Company and the payment processor to charge your account for the full booking amount, including any applicable fees.

You are responsible for submitting accurate and complete personal and payment information. The Company is not responsible for errors resulting from incorrect data you provide.

### Cancellations & Refunds

* If you cancel more than 48 hours before the tour start time, you will receive a 50% refund (excluding transaction or credit card fees).
* If you cancel within 48 hours of the tour, no refund will be issued.
* If you fail to show up at the agreed pick-up time or location, no refund will be provided.
* If you leave the tour early, no refunds will be issued, and the Company is not responsible for transportation, expenses, or coordination back to the pick-up location or elsewhere.
* A minimum of two (2) participants is required for a tour to proceed. If the minimum is not met, Secret Spot Puerto Rico will contact you to offer an alternative date or experience. If no alternative is possible, you will receive a full refund.

### Weather Conditions

Tours require favorable weather conditions. Only if Secret Spot Puerto Rico determines that the weather is not suitable or safe to conduct the tour, will the experience be canceled. In such cases, you will be offered an alternative date or a full refund.

## Participant Waiver and Release of Liability

By purchasing a ticket and/or participating in any experience provided by Secret Spot Puerto Rico, you affirm and agree to the following:

* I am at least 18 years of age.
* I understand that my safety is my responsibility.
* I acknowledge the risk of exposure to contagious diseases in public places and voluntarily assume that risk.
* I accept full responsibility for my belongings and any loss, theft, or damage.
* I accept all risks associated with participating, including injury or death, whether caused by my own actions, others, environmental factors, or unforeseen incidents.
* I am responsible for the safety and behavior of any minors accompanying me.
* I will not consume alcohol unless I am at least 21 years old and carry valid government-issued ID.
* If I choose to consume alcohol before, during, or after the tour, I accept full responsibility for my behavior and wellbeing.
* I will disclose any food allergies (mine or my group’s) to Secret Spot Puerto Rico in advance via phone or email.
* I accept all risks associated with food and beverage consumption, including food poisoning, allergic reaction, or death. Participation in tastings is voluntary.
* I confirm I am in good health and physically able to walk for extended periods outdoors. I will stay hydrated, wear proper clothing, and apply sunscreen.
* If I begin to feel faint or ill, I will notify the guide and seek medical help if necessary.
* I understand that guides may disqualify a participant at any time if continued participation poses a risk to the individual or the group. No refund will be given in such cases.
* I will obey all traffic and pedestrian laws along the route.
* I waive all liability and release Secret Spot Puerto Rico, its owners, employees, affiliates, vendors, and agents from any legal claims related to my participation.
* I understand the Company is not liable for delay or cancellation due to natural disasters, strikes, or civil disturbances.
* In case of emergency, I authorize staff to call for medical assistance. I accept financial responsibility for any medical treatment or evacuation.

## Media & Content Release

I grant Secret Spot Puerto Rico a non-exclusive, royalty-free, perpetual, irrevocable right to use any photographs, videos, or digital content of me (or minors I’m responsible for) taken during the tour for promotional or commercial use, including on websites and social media.

## Legal & Jurisdiction

This Participant Waiver and Terms & Conditions are governed by the laws of the Commonwealth of Puerto Rico.

Any dispute arising from the use of the Company website or participation in a tour will be submitted to confidential arbitration in San Juan, Puerto Rico, under the rules of the American Arbitration Association. The arbitrator's decision will be final and enforceable by law.

If any provision is found unenforceable, the remainder shall remain valid and binding.

This agreement supersedes all prior written or oral agreements and represents the full understanding between the participant and the Company.

## Electronic Signature & Consent

By reserving a tour, signing electronically, or checking the terms acceptance box, you confirm that you have read, understood, and agreed to all the above. This acceptance is legally binding.

## Contact Information

**Email:** msm@secretspotpuertorico.com
**Phone:** 787-371-0931