

Terms and Conditions - Ariel Rene Travel

By accessing or using Our website and Services, You agree to comply with and be bound by the following terms and conditions ("Terms"). Please read them carefully before using Our Services.

Definitions

"We," "Us," "Our," "Travel Coach": Refers to Ariel Figg, LLC DBA "Ariel Rene Travel," a Travel Coaching Service.

"You," "Your," "Client": Refers to the individual accessing Our website or using Our Services.

"Services": Refers to the Travel Coaching Services provided by Us, which include personalized Travel guidance, advice, and strategies, but do not include booking or reservation Services.

"Adventuristas," "Sister Company": Refers to Our sister company, Ariel Figg, LLC DBA Adventuristas, an authorized seller of Travel and independent affiliate of Gateway Travel and Gateway to Magic Travel (for theme park vacations).

"Gateway Travel," "Gateway to the Magic Travel": Refers to the host Travel agency that authorizes Our Sister Company, Adventuristas, to sell Travel as an independent affiliate.

Scope of Services

Travel Coaching Only: By engaging Our Services, You acknowledge that We provide Travel Coaching, guidance, planning strategies, and insights to help You achieve Your Travel goals. We do not act as a Travel advisor, agent, merchant of record, or broker, and We do not make any Travel bookings or reservations on Your behalf. Booking Services and Travel Coaching Services are separate and in addition to one another. If You require booking assistance beyond the scope of Our Coaching Services, You will be referred to Our Sister Company, Adventuristas, an authorized Travel seller and an affiliate of Gateway Travel and Gateway to the Magic Travel (when applicable, for theme park-related bookings). Bookings will be subject to the Terms and Conditions of Adventuristas.

No Warranty: We do not guarantee any specific Travel outcomes based on Our Coaching. You are solely responsible for the execution and decision-making of Your own Travel plans based on the information provided during Coaching sessions.

No Agency Relationship

Independent Relationship: Engaging Our Travel Coaching Services does not create any fiduciary, agency, or professional advisor-Client relationship. You are solely responsible for making Your own Travel decisions based on the advice given during Coaching sessions.

Client Responsibilities

As a Client, You are responsible for:

Booking Travel: You are solely responsible for making all Travel bookings, reservations, and arrangements on Your own. While We may provide guidance and recommendations, the final decision and execution of bookings are Your responsibility.

Accurate Information: Providing accurate and complete information during Coaching sessions to ensure We can offer appropriate advice and guidance.

Travel Logistics: Ensuring You have the necessary documentation (e.g., passports, visas) and that You comply with any Travel requirements or restrictions in Your destination(s).

Assumption of Risk

Assumption of Risk: You acknowledge that all Travel involves inherent risks, including but not limited to trip interruptions, cancellations, medical emergencies, Travel delays, and personal injury. By using Our Services, You voluntarily assume all such risks and agree that Ariel Figg, LLC will not be liable for any damages arising from such events.

Limitation of Liability

Liability Disclaimer: To the maximum extent permitted by applicable law, Ariel Figg, LLC disclaims any liability for any direct, indirect, incidental, or consequential damages that may arise from Your use of Our Travel Coaching Services. This includes, but is not limited to, losses related to Travel arrangements, cancellations, or failures by third-party providers such as airlines, hotels, or tour operators.

Cap on Damages: In the event that Ariel Figg, LLC is found liable for any damages, Our total liability will not exceed the total fees paid for Our Travel Coaching Services, regardless of the nature of the claim.

Indemnification

Indemnification: You agree to indemnify, defend, and hold harmless Ariel Figg, LLC, its officers, directors, employees, agents, authorized representatives, and associated brands from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with Your access to or use of Our Services, including any third-party claims. This indemnification obligation is perpetual and shall survive the termination of these Terms and your use of the Services.

Force Majeure

Force Majeure: We will not be liable for any failure or delay in the performance of Our Services if such failure or delay results from causes beyond Our reasonable control, including but not limited to acts of God, war, government intervention, pandemics, natural disasters, strikes, or other similar events.

Payments, Fees, Rescheduling, and Exemptions

Non-Refundable Services: All Coaching fees are non-refundable once paid. If You choose to cancel, no-show, or otherwise discontinue Coaching, no refunds will be provided for sessions that have already taken place or for any prepaid sessions.

Rescheduling Policy: Clients may reschedule a Coaching session with at least 48 hours' notice. The session will be considered forfeited if less than 48 hours' notice is provided.

Coaching Fees: Any fees collected by Us for Travel Coaching Services are collected solely in Our capacity as a coach and consultant. These fees are separate from and in addition to any actual costs associated with Travel. All payments must be made in U.S. Dollars (USD), and Services shall not commence until full payment has been received.

Exemptions: In exceptional circumstances, a credit may be issued for use on future Services at the sole discretion of the coach.

Travel Insurance

Recommendation: We strongly recommend purchasing Travel insurance to cover any unforeseen Travel interruptions, cancellations, or emergencies. While We can provide guidance on obtaining insurance, We do not offer or sell Travel insurance directly.

Indemnification

Indemnification: You agree to indemnify, defend, and hold harmless Ariel Figg, LLC, its officers, directors, employees, agents, authorized representatives, and associated brands from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with Your access to or use of Our Services, including any third-party claims.

Client Conduct

Client Responsibility: You agree to engage with Our Services in a respectful manner. We reserve the right to terminate any Coaching relationship immediately if We deem Client behavior to be abusive, harassing, or inappropriate. No refunds will be issued in such cases.

Confidentiality

Confidentiality: Any personal or Travel-related information shared during Coaching sessions will be kept confidential. We will not share or sell Your personal information to third parties without Your consent, except as required by law.

Intellectual Property

Intellectual Property: All content, materials, and information provided during Coaching sessions, including but not limited to guides, templates, and strategies, are the intellectual property of Ariel Figg, LLC. You are granted a non-exclusive, non-transferable license to use these materials for personal use only. Reproduction or redistribution for commercial purposes is strictly prohibited.

Dispute Resolution

Mediation: In the event of any dispute arising out of or relating to these Terms, the parties agree to first attempt to resolve the dispute through informal discussions. If the dispute cannot be resolved informally, it will be submitted to mediation in Los Angeles County, California. Each party shall bear its own attorney's fees and costs associated with the mediation process. The Client waives all rights to pursue arbitration and lawsuits.

Governing Law

Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws provisions. Any legal action or

proceeding related to these Terms shall be resolved exclusively through mediation as outlined above, and not through arbitration or litigation in any court.

Changes to Terms

Modifications: We reserve the right to modify these Terms at any time without prior notice. Any changes will be posted on Our website, and continued use of Our Services constitutes acceptance of the revised Terms.

No Warranty

No Warranty: Our Services are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Contact Information

If You have any questions about these Terms, please contact Us at:

Email: ariel@arielrenetravel.com

By using Our Services, You acknowledge that You have read, understood, and agree to be bound by these Terms and Conditions.