



Balanced Beings Outdoor Recreation
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Terms & Conditions

Balanced Beings Outdoor Recreation is committed to providing a safe, respectful, and supportive environment for all participants, staff, animals, and visitors. Because our services take place on an active ranch with a residence, barn, animals, recreational equipment, and nature-based activities, all participants are expected to follow the policies outlined below.

These rules are designed to protect your safety, the safety of others, and the therapeutic integrity of our programs. Balanced Beings Outdoor Recreation aka ("BBOR") or ("BBORecreation").

1. ADA Accommodation

Balanced Beings Outdoor Recreation is committed to providing inclusive and accessible programs in accordance with the Americans with Disabilities Act (ADA) and applicable federal and state laws. We strive to ensure that individuals with disabilities have equal opportunity to participate in our services, programs, and activities. As a small business, we will do our best to accommodate within our capabilities.

Commitment to Accessibility

Balanced Beings Outdoor Recreation makes reasonable efforts to provide accommodations that support accessibility, safety, and meaningful participation. Our programs are conducted in outdoor, ranch-based, and animal-assisted environments, which may present inherent physical, environmental, and sensory limitations. While not all areas of the ranch may be fully accessible, we are committed to working collaboratively with participants to identify reasonable accommodations when feasible.

Requesting Accommodations

Participants, or their parent/legal guardian, may request accommodations related to communication, mobility, sensory needs, cognitive processing, or other disability-related considerations. Accommodation requests should be submitted in writing as early as possible, and no later than five days prior to the scheduled session, to allow adequate time for review and planning.

Requests may include, but are not limited to:

- Modified activities or pacing
- Communication supports or visual aids
- Sensory considerations (e.g., reduced stimuli, quiet breaks)
- Mobility-related support or access planning

All requests will be reviewed on an individualized, case-by-case basis.

Available On-Site Supports

Depending on the activity and location, Balanced Beings Outdoor Recreation may offer the following supports when available and appropriate:

- Accessible or (outdoor terrain) level pathways in designated areas (thick tires recommended, but we'll do our best to accommodate)
- Accessible restroom



- Alternative seating options
- Quiet or low-stimulation zones for breaks
- Visual schedules, demonstrations, or verbal cueing
- Activity modifications to support participation

Availability may vary due to weather, animal needs, terrain, or program structure.

Limitations and Safety Considerations

Reasonable accommodations will be provided unless doing so would fundamentally alter the nature of the program, compromise safety, or impose an undue burden or surpass ethical scope of field. Due to the outdoor and animal-assisted nature of our services, certain environmental factors—such as uneven terrain, dust, allergens, weather conditions, and animal behavior—cannot be fully controlled or eliminated.

Interactive Process

Balanced Beings Outdoor Recreation engages in an interactive process with participants to identify effective accommodations while maintaining safety and program integrity. Participants are encouraged to communicate changes in needs or concerns as they arise.

Non-Discrimination

Balanced Beings Outdoor Recreation is committed to providing a welcoming, inclusive, and respectful environment for all participants, families, staff, volunteers, interns, and visitors. We do not discriminate on the basis of race, color, ethnicity, national origin, ancestry, religion, sex, gender, gender identity or expression, sexual orientation, age, disability, veteran status, or any other characteristic protected by applicable federal, state, or local law.

Participation in programs, services, and activities is offered without discrimination in admission, access, treatment, accommodations, or employment practices. Balanced Beings Outdoor Recreation is committed to compliance with all applicable civil rights laws, including the Americans with Disabilities Act (ADA), and maintains policies and procedures to support reasonable accommodations and equal access.

Harassment, intimidation, or discriminatory conduct of any kind—whether verbal, physical, visual, or written—will not be tolerated. Violations of this policy may result in corrective action, including removal from programs or termination of participation, in accordance with the organization's Terms and Conditions.

This policy does not alter or waive safety requirements, program standards, or eligibility criteria that are essential to the nature of the activities offered. Balanced Beings Outdoor Recreation reserves the right to take reasonable action necessary to maintain a safe, respectful, and inclusive environment for all.

2. Service Animal Policy

Balanced Beings Outdoor Recreation permits the use of service animals in accordance with the Americans with Disabilities Act (ADA) and applicable Arizona state law. A service animal is defined as a dog (and, in limited circumstances, a miniature horse) that is individually trained to perform specific tasks or work for the benefit of an individual with a disability.

Permitted Inquiries

When it is not readily apparent that an animal is a service animal, staff may ask only the following questions, as permitted by law:

- Is the animal required because of a disability?
- What work or task has the animal been trained to perform?

No documentation, certification, identification card, or proof of training may be required.



Control and Responsibility

Service animals must be under the handler's control at all times, either by leash, harness, tether, or effective voice or signal control. The handler is solely responsible for the care, supervision, behavior, and well-being of the service animal, including toileting, feeding, hydration, and veterinary care.

Safety and Ranch Environment Considerations

Balanced Beings Outdoor Recreation operates in a working ranch and animal-assisted setting. Participants acknowledge that the presence of service animals in proximity to horses, livestock, poultry, domestic animals, and wildlife may present inherent risks. Reasonable efforts will be made to accommodate service animals; however, access may be limited or modified in specific areas or activities when necessary to maintain the safety of participants, animals, staff, or the service animal itself.

Grounds for Removal

A service animal may be excluded from a specific area or activity if:

- The animal is out of control and the handler does not take effective action to control it;
- The animal poses a direct threat to the health or safety of others or to animals on the ranch; or
- The animal's presence would fundamentally alter the nature of the program or activity.

If a service animal is excluded, the participant will be offered the opportunity to participate without the animal, when feasible.

- If a participant decides to leave, there will be no refund.

Emotional Support and Therapy Animals

Animals that provide emotional support, comfort, companionship, or therapy, but are not individually trained to perform specific tasks related to a disability, do not qualify as service animals under ADA or Arizona law and are not permitted unless expressly approved in writing by Balanced Beings Outdoor Recreation.

Liability and Damages

Handlers are responsible for any damage, injury, or disruption caused by their service animal. Balanced Beings Outdoor Recreation shall not be held liable for injury to a service animal arising from the inherent risks of an outdoor, ranch-based environment.

Advance Notice

Participants are required to notify Balanced Beings Outdoor Recreation within five days in advance if they intend to bring a service animal, to allow for appropriate planning and safety considerations.

3. Registration, Assessments, Documentation, and Payment

Registration Requirement

All participants are required to complete an initial registration form prior to booking any program. This form collects basic information, including contact details, program(s) of interest, relevant health information, and the participant's preference regarding documentation.

Assessment Determination

Based on how the registration form is completed, participants that choose the therapeutic documentation service will be required to fill out an Advanced Assessment.



Advanced Assessment Requirement

Participants who elect to receive therapeutic documentation, including SOAP notes, for medical, insurance, physician, or third-party reimbursement purposes (including, but not limited to, ClassWallet), are required to complete an Advanced Assessment. This assessment gathers detailed clinical, health, and functional information necessary to support therapeutic services and documentation standards.

Pre-Scheduling In-Take Interview

Following completion of the required Registration and Assessment forms, all participants are required to complete a Pre-Scheduling Intake Interview before their first session can be booked. This is a 45 minute phone, video, or in-person interview conducted by a Certified Therapeutic Recreational Specialist (CTRS).

The intake interview serves several important purposes:

- Allows CTRS staff to gather individualized information not fully captured in written forms, including daily functioning, behavioral profile, medical clarifications, booking appointments and scheduling logistics
- Gives families and participants an opportunity to ask questions, meet staff, and visit or virtually preview the ranch environment before committing to attendance
- Enables staff to develop individualized session protocols, safety plans, and activity modifications prior to the participant's first session
- Confirms all logistics including payment, transportation, and required forms

The intake interview must be completed, and all required forms must be on file, no less than five (5) days before the participant's first scheduled session. No session will be booked or confirmed until the intake interview is complete.

This interview is confidential and conducted in accordance with HIPAA and applicable Arizona state privacy laws. Notes from the intake are filed in the participant's record and used solely for program planning, safety, and service delivery.

Documentation & Participation Eligibility

Documentation preferences may affect assessment requirements. All required registration and assessment documentation must be completed, submitted, and received no less than five days prior to booking or participation. No participant may take part in any program until all required documentation has been received and reviewed. This information is required to allow adequate time to develop appropriate protocols, safety considerations, and individualized session planning.

Payment Policy

Payment must be received in full after all required forms and assessments are completed and prior to participation in any program.

Insurance & Third-Party Billing

Balanced Beings Outdoor Recreation does not currently bill insurance. All programs are self-pay at this time. Selection of therapeutic documentation does not guarantee insurance coverage or reimbursement. Program structure, documentation requirements, and pricing may change in the future if insurance or third-party billing options become available. Participants will be notified in advance of any material changes.

Incomplete or Late Documentation

Failure to complete required documentation within the stated timeframe may result in delayed scheduling, cancellation, or inability to participate in the selected program.



4. Health, Safety, & Ability to Participate

Participants confirm they are physically and emotionally able to participate safely in scheduled activities. Any medical conditions, allergies, behavioral considerations, or support needs that may impact participation must be disclosed prior to the session.

Balanced Beings Outdoor Recreation reserves the right to modify activities or deny participation if safety concerns arise.

5. Animal Interaction Policy

Participants agree to follow all staff instructions related to animal safety and handling. Animals may include, but are not limited to, horses, goats, cows, chickens, dogs, and cats. Improper handling, unsafe behavior, or failure to follow guidelines may result in removal from the activity without refund.

6. Assumption of Risk – Environmental & Animal Exposure

Balanced Beings Outdoor Recreation makes reasonable efforts to support participant comfort; however, all programs take place within an active outdoor and animal-inclusive ranch environment. Participants expressly acknowledge and agree that no area of the property can be guaranteed to be free from dust, animal fecal matter, environmental allergens, animal dander, or animal saliva. Exposure to such conditions is inherent, unavoidable, and a foreseeable risk of participation. By enrolling in and attending programs, participants voluntarily assume all risks associated with environmental and animal exposure, including the potential aggravation of pre-existing allergies or sensitivities. Wildlife encounters are possible. Participants understand that following directions to stay safe is vital.

7. Supervision & Responsibility

Participants are expected to behave respectfully toward themselves, staff, animals, property, and other participants. For minors or group programs, the responsible organization or guardian acknowledges supervision requirements as outlined prior to the session.

8. Zoonotic Disease & Health Disclosure

Balanced Beings Outdoor Recreation operates in an active animal environment. Participants acknowledge that direct or indirect contact with animals, animal waste, bedding, feed, or contaminated surfaces carries an inherent risk of exposure to zoonotic diseases — illnesses that can be transmitted between animals and humans.

These may include, but are not limited to:

- Ringworm (fungal skin infection transmissible through contact)
- Salmonella (bacterial infection from poultry and reptiles)
- E. coli (from livestock feces or contaminated environments)
- Campylobacter (from poultry and other animals)
- MRSA and other skin-contact bacterial infections



To reduce risk, participants are encouraged to wash hands thoroughly before and after animal contact, avoid touching their face during activities, and notify staff of any open wounds or compromised immune conditions prior to participation.

Pregnancy Advisory

Pregnant individuals should consult their healthcare provider before participating in any animal-assisted or ranch-based activities. Certain animals and their environments may carry pathogens that pose elevated risk during pregnancy, including but not limited to:

- Toxoplasma gondii (associated with cat feces — can cause serious fetal complications)
- Chlamydia abortus (associated with sheep and goats during lambing — linked to miscarriage in humans)
- Listeria (found in soil and animal environments)

Balanced Beings Outdoor Recreation is not liable for adverse health outcomes resulting from participation by pregnant individuals. Disclosure of pregnancy status is strongly encouraged to allow staff to make appropriate activity modifications.

9. Payments, Cancellation, No-Show, Rescheduling & Refund Policy

Payment Deadline:

- Participants or guardians must settle any outstanding invoices within 24 hours of registration. Failure to make payment within this timeframe will result in the cancellation of the transaction, with no charges owed.

Cancellations:

- Cancellations must be made at least 24 hours prior to the event, in advance by contacting Kelsey Bauman at KelseyBauman@bborecreation.com.
- Cancellations made within 23 hours or less of the scheduled session, late arrivals, or no-shows are not eligible for a refund.

No-Show Policy:

- If you fail to show or notify of your absence, that session will not be refundable.
- Three (3) no-shows will result in a professional conversation between participant and BBOR to decide whether BBOR is the right fit for participant's lifestyle.
- Balanced Beings Outdoor Recreation reserves the right to reschedule or cancel sessions due to weather, safety and health concerns, or unforeseen circumstances. Refunds not available, however, one reschedule will be permitted, if the session is cancelled within the beginning 20 minutes of the session.

Refund Policy:

- Full refunds are available within 24 hours of completing payment. No refunds will be issued after 24 hours.
- In case of an emergency, you may receive a credit to transfer that can be used within 6 months from the original payment date, at Balanced Beings Outdoor Recreation's discretion.

10. Waitlist Policy

At Balanced Beings Outdoor Recreation, we strive to accommodate as many participants as possible. Due to high demand, we may implement a waitlist for our camps, day events, or group programs.



- Waitlist Registration: Fill out the Waitlist Form. Placement on the waitlist does not guarantee availability.
- Priority: Customers will be served based on first-come, first-served.
- Notification: Customers will be notified by phone, text message, and email when a spot becomes available. Prompt responses are encouraged to secure your spot.
- Expiration: If we do not hear from you within 24 hours of notification, your spot will be offered to the next person on the waitlist.
- Removal from Waitlist: If you no longer wish to remain on the waitlist, please notify us as soon as possible so we can offer your spot to someone else.

11. Payment Responsibility

Before participating in any paid events, either in-person or virtually, full payment for your participation must be completed successfully. A zero balance must be reflected on your Balanced Beings Outdoor Recreation (BBOR) receipt before engaging in any programming.

If you're using ClassWallet, consider wait time so attendance is permitted.

Payment Deadline: Participants or guardians must settle any outstanding invoices within 24 hours of session. Failure to make payment within this timeframe will result in the cancellation of the transaction, with no charges owed, and no session admittance.

12. Weather & Environmental Conditions

Programs operate rain or shine unless conditions are deemed unsafe. Participants acknowledge that weather conditions may impact activities and agree to dress appropriately for outdoor participation.

13. Extreme Heat Policy

Balanced Beings Outdoor Recreation is located in the Phoenix, Arizona metro area, where extreme heat conditions are common, particularly from May through September. Participant safety during high-temperature conditions is a priority.

Temperature Thresholds

- Sessions may be modified, shortened, or relocated to shaded areas when temperatures reach or exceed 105°F.
- Sessions may be cancelled or rescheduled when temperatures reach or exceed 110°F, or when the heat index poses a significant health risk.
- BBOR reserves the right to make final safety determinations based on real-time weather conditions, humidity, and participant needs.
- If extreme heat conditions are forecasted 24 hours prior to session start time, families may choose a full refund or one rescheduled session.

Participant Responsibilities

- Participants are required to arrive hydrated and bring adequate water for the duration of the session.



- Lightweight, light-colored, breathable clothing and sun protection (hat, light socks, etc) are strongly recommended.
- Participants with heat-sensitive medical conditions (including cardiovascular conditions, diabetes, or medications that affect heat tolerance) must disclose this prior to participation.

BBOR Responsibilities

- Staff will monitor conditions and provide shade and rest breaks as needed.
- Water and a shaded rest area will be made available during all outdoor sessions.
- Emergency cooling measures will be implemented in the event of a heat-related illness.

Cancellations made by BBOR due to extreme heat will be handled in accordance with the Cancellation & Refund Policy above.

14. Photography & Media Release

By signing this release, I acknowledge and agree to the following terms and conditions:

Voluntary Participation

Participation in photography, videography, or audio recording is voluntary and not a condition of enrollment or participation in any program, service, or activity offered by Balanced Beings Outdoor Recreation.

Ownership and Use of Media

All photographs, video recordings, and audio recordings captured by Balanced Beings Outdoor Recreation remain the sole property of the organization. Such media may be edited, reproduced, displayed, distributed, or otherwise used for lawful purposes as outlined in this release.

No Compensation

I understand and agree that no monetary or other compensation will be provided now or in the future for the use of any images, video, or audio recordings.

Confidentiality and Respectful Use

Balanced Beings Outdoor Recreation agrees to use media in a respectful and appropriate manner consistent with its mission and values. Reasonable efforts will be made to avoid disclosure of identifying or sensitive information; however, complete anonymity cannot be guaranteed in group, outdoor, or animal-assisted settings.

Social Media & Third-Party Posting

Participants, parents, and guardians agree not to post, share, or publish photographs, videos, or audio recordings that include other identifiable participants, staff, or minors without express written consent from those individuals or their legal guardians. This policy applies to all social media platforms, websites, and digital communications. Please be mindful - ensure you have permission to post other families on social media. Participants are asked to refrain from tagging BBOR's location, staff, or other participants without permission.

Balanced Beings Outdoor Recreation is not responsible for media shared by participants or third parties without authorization.



Minors

If the participant is a minor, the undersigned parent or legal guardian affirms they have full legal authority to grant this consent on the minor's behalf.

Revocation of Consent

Consent may be revoked at any time by submitting a written request. Revocation applies only to future use and does not require the removal or recall of media already produced, published, or distributed.

Release of Liability

I release and hold harmless Balanced Beings Outdoor Recreation, its owners, employees, volunteers, contractors, and affiliates from any claims, demands, or liability arising from the authorized use of photographs, video, or audio recordings.

Governing Agreement

This release constitutes the entire agreement regarding photo and video use and may be incorporated into the organization's broader Terms and Conditions, Waivers, or Participation Agreements.

15. General Liability Waiver

Participants agree to release, waive, and hold harmless Balanced Beings Outdoor Recreation, its owners, staff, volunteers, interns, and affiliates from liability for injury, loss, or damage arising from participation, except in cases of gross negligence.

16. Indemnification

To the fullest extent permitted by applicable law, each participant (or their parent/legal guardian, if a minor) agrees to indemnify, defend, and hold harmless Balanced Beings Outdoor Recreation, its owners, directors, officers, employees, interns, volunteers, contractors, and affiliates (collectively, "BBOR") from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- The participant's participation in any BBOR program, session, or activity;
- The participant's violation of these Terms and Conditions, any program rules, or applicable law;
- Any injury, damage, or harm caused by the participant to other participants, staff, animals, or property; or
- Any third-party claims arising from the participant's conduct or presence on BBOR property.

This indemnification obligation survives termination or expiration of participation in any BBOR program.

17. Administrative Discretion

Balanced Beings Outdoor Recreation reserves the right to review exceptional circumstances on a case-by-case basis. Any consideration outside of this policy is not guaranteed and remains at the sole discretion of the organization.



18. Property & Facility Respect

Participants agree to respect ranch property, equipment, animals, and facilities. Any intentional damage may result in financial responsibility and/or removal from the program.

19. Parking & Vehicle Liability

Balanced Beings Outdoor Recreation provides parking on or near the property as a courtesy. Participants acknowledge and agree that:

- BBOR assumes no responsibility for loss, theft, vandalism, or damage to any vehicle or its contents while parked on or near BBOR or Wildcat Ranch property.
- Participants park at their own risk.
- Participants are responsible for following all posted parking instructions and directions from staff.
- BBOR reserves the right to tow or restrict access for vehicles parked in unauthorized areas or posing a safety hazard.

20. Record Retention & Confidentiality Policy

Participant records will be retained for six (6) years in accordance with HIPAA and Arizona state laws. After the retention period, all paper records will be securely destroyed by shredding and disposed of through A-1 Shredding (a professional document destruction service) or a comparable company if A-1 Shredding is no longer available at that time.

Access to participant records is primarily limited to the Program Director. At the discretion of the Program Director/Owner/Lead Instructor, trained volunteers or interns may be granted limited access to participant information strictly on a need-to-know basis and only as it relates to the safety of participants, staff, volunteers, interns, and observers during an activity or session.

All staff, volunteers, and interns are required to sign liability waivers acknowledging that all participant information is confidential and protected under HIPAA.

21. Privacy & Data Collection

Balanced Beings Outdoor Recreation collects personal information from participants and their guardians for the purposes of program administration, safety planning, communication, and service delivery. This may include names, contact information, date of birth, health history, emergency contacts, payment details, and program-related documentation.

Use of Information

- Participant information is used solely for program enrollment, session planning, safety protocols, and required documentation.
- BBOR does not sell, rent, or share personal information with third parties for marketing or commercial purposes.
- Information may be shared with authorized staff, volunteers, or interns on a need-to-know basis as described in the Record Retention & Confidentiality Policy.
- Information may be disclosed if required by law, court order, or to protect the safety of participants or others.



Data Storage & Security

Participant records are stored securely and access is restricted to authorized personnel. Electronic records are protected with reasonable administrative and technical safeguards. Physical records are stored in secured locations.

ClassWallet & Third-Party Platforms

When participants use ClassWallet or other third-party platforms for payment or program access, those platforms are governed by their own privacy policies. BBOR is not responsible for data practices of third-party systems.

22. Confidentiality & Professional Boundaries

Balanced Beings Outdoor Recreation is committed to maintaining a respectful and safe environment. Personal information shared during programs is treated with discretion and used solely for program planning, safety, and service delivery.

Participants acknowledge that group-based activities may involve shared experiences or discussions. While staff uphold professional confidentiality standards, Balanced Beings Outdoor Recreation cannot guarantee confidentiality of information shared by other participants. Participants are encouraged to respect the privacy and boundaries of others.

Professional boundaries are maintained at all times. Physical contact, emotional disclosures, and interactions are guided by safety, consent, and therapeutic appropriateness. Staff reserve the right to redirect or discontinue participation if boundaries are not respected.

23. Zero Tolerance for Substance Use

Balanced Beings Outdoor Recreation maintains a zero-tolerance policy regarding the use, possession, or influence of alcohol, illegal substances, or non-prescribed controlled substances during participation in any program, session, on-site activity, and property.

No Smoking Policy

Smoking of any kind—including tobacco, vaping, and e-cigarettes—are strictly prohibited on the property. This policy ensures the health and safety of animals, staff, and participants and reduces fire hazards.

No Drugs Policy

The possession, use, or influence of illegal drugs, narcotics, or controlled substances is not permitted.

No Alcohol Policy

Alcohol is not permitted anywhere at Balanced Beings Outdoor Recreation on Wildcat Ranch – Phoenix property.

Participants arriving under the influence of alcohol, or displaying behavior that indicates impairment, will not be allowed to participate in any activity, session, or be allowed at Balanced Beings Outdoor Recreation on Wildcat Ranch's property. Those under the influence will be asked to leave the premises.

Enforcement & Safety

Balanced Beings Outdoor Recreation and Wildcat Ranch Phoenix reserves the right to determine if a participant is too impaired, unsafe, or disruptive to the program.



Staff may ask participants to leave immediately if policies are violated.

Continued or serious violations may result in dismissal from the program permanently out of safety of other participants, personnel, animals, equipment and property.

Participants who appear impaired or are found in violation of this policy may be asked to leave the premises immediately for safety reasons. Removal due to substance use violations may occur without refund.

This policy applies to all staff, volunteers, interns, participants, guests, and group members.

24. Accessibility & Inclusion Statement

Balanced Beings Outdoor Recreation is committed to providing inclusive, welcoming, and respectful experiences for individuals of all abilities, backgrounds, and identities.

Reasonable accommodations and modifications may be provided upon advance notice to support safe and meaningful participation. Due to the outdoor, ranch-based setting and animal involvement, certain environmental or physical limitations may exist. Staff will collaborate with participants or organizations to determine appropriate support and program fit.

Requests for accommodations should be communicated prior to participation to allow adequate planning and ensure safety for all involved within five days (5) of attendance. Ask for an "Accommodation and Adaptations" form.

25. Emergency Procedures & Evacuation Policy

Participant safety is a top priority at Balanced Beings Outdoor Recreation. In the event of an emergency, injury, severe weather, fire, animal-related incident, or other unforeseen circumstances, participants agree to follow all staff instructions promptly.

Staff are trained to respond to emergencies, including administering basic first aid, contacting emergency services, and implementing evacuation procedures when necessary.

Participants acknowledge that emergency response may involve temporary program interruption, relocation, or early dismissal. Balanced Beings Outdoor Recreation is not responsible for delays or changes resulting from emergency situations.

Emergency contact information must be current and accurate prior to participation.

26. Emergency Medical Authorization for Minors

In the event of a medical emergency involving a minor participant, and when a parent or legal guardian cannot be reached in a timely manner, Balanced Beings Outdoor Recreation staff are authorized to:

- Contact emergency medical services (911) immediately;
- Provide basic first aid within staff training and scope;
- Authorize emergency medical treatment by licensed medical professionals on behalf of the minor, when delay would pose a risk to the minor's health or safety.

BBOR staff will make all reasonable efforts to contact the parent or legal guardian before authorizing treatment. This authorization does not extend to elective or non-emergency procedures.



By signing these Terms and Conditions, the parent or legal guardian grants BBOR this limited emergency medical authorization and releases BBOR and its staff from liability for actions taken in good faith under emergency circumstances.

27. Late Pick-Up Policy for Minors

For the safety and well-being of all participants, minors must be picked up promptly at the scheduled conclusion of their session by a parent or legal responsible guardian age 18 or older.

A grace period of 15 minutes is provided following the session end time. Pick-ups occurring beyond this grace period will incur a late fee of \$1 per minute, beginning at minute 16. This fee is due upon arrival at pick-up.

Late pick-up fees may be paid via cash, Venmo, PayPal, Apple Pay, Samsung Pay, and Zelle. If payment is not received at the time of pick-up, participation in future programs may be paused until the balance is resolved, or refunds may be issued upon request in accordance with our published refund policy. A zero balance is required.

Please note that our programs operate on scheduled appointments. Extending care beyond the designated session time may delay subsequent programs and impact other participants, staff responsibilities, and the welfare of the animals in our care. This policy helps ensure fairness and consistency for all involved.

Emergency Exceptions

In cases of emergencies, sessions may be rescheduled at the discretion of management in the event of documented or verifiable emergencies, including but not limited to traffic accidents, medical emergencies, severe weather conditions, or unforeseen safety-related delays. Whenever possible, advance communication is appreciated.

Active Military Consideration

We recognize that active-duty military members may experience unexpected duty-related obligations. Sessions missed may be rescheduled related to verified military service requirements, deployments, or duty extensions may be reviewed on a case-by-case basis and may be waived at management's discretion.

In the event of seven (7) late pick-ups within a three-month period, a discussion will be required to review transportation arrangements and determine whether continued participation is appropriate under our program guidelines.

28. Illness & Communicable Disease Policy

To protect the health and safety of all participants, staff, and animals, participants are required to stay home if they are experiencing any of the following symptoms within 24 hours of a scheduled session:

- Fever of 100.4°F or higher
- Vomiting or diarrhea
- Active rash of unknown cause
- Persistent coughing or difficulty breathing
- Symptoms consistent with a known communicable illness (e.g., influenza, COVID-19, strep throat, pink eye)



Participants who arrive with visible symptoms may be asked to leave without a refund. If a participant becomes ill during a session, they will be isolated from the group and a parent or guardian will be contacted for immediate pick-up.

Cancellations due to participant illness made at least 24 hours in advance are handled per the standard Cancellation & Refund Policy. Same-day illness cancellations may be eligible for a one-time session credit at BBOR's discretion.

29. Code of Conduct / Behavior Agreement

By participating in programs and activities offered by Balanced Beings Outdoor Recreation, all participants, parents/guardians, and accompanying individuals agree to comply with the following Code of Conduct as a condition of participation.

Respect and Safety

Participants are expected to demonstrate respectful, cooperative, and safe behavior toward themselves, animals, staff, volunteers, interns, contractors, and other participants at all times. This includes following staff instructions, posted rules, and established safety protocols.

Animal Interaction and Boundaries

Participants must treat all animals with care, respect, and consideration for their welfare. Physical contact with animals is permitted only when authorized and supervised by staff. Harassment, rough handling, feeding without permission, teasing, or intentional provocation of animals is strictly prohibited.

Interpersonal Conduct

Participants are expected to maintain appropriate personal boundaries with staff and other participants. Harassment, bullying, intimidation, discrimination, verbal abuse, physical aggression, or inappropriate conduct of any kind will not be tolerated.

Compliance and Supervision

Participants must remain within designated program areas and under appropriate supervision at all times. Unauthorized access to restricted areas, facilities, equipment, or animals is prohibited.

Behavioral Intervention and Removal

Balanced Beings Outdoor Recreation reserves the right, at its sole discretion, to modify activities, implement behavioral interventions, or remove a participant from a program if their behavior poses a risk to themselves, others, animals, or the program environment. Removal due to behavioral violations may occur without refund.

Assumption of Risk and Liability Acknowledgment

Participants acknowledge that failure to comply with this Code of Conduct may increase the risk of injury or harm. Balanced Beings Outdoor Recreation shall not be held liable for injuries, damages, or losses resulting from a participant's violation of this agreement or failure to follow instructions, policies, or safety guidelines.

Responsibility for Minors

Parents or legal guardians of minors are responsible for ensuring that minors understand and adhere to this Code of Conduct. Guardians acknowledge that they are financially and legally responsible for damages or injuries caused by a minor's failure to comply with these terms



30. Guest & Observer Policy

Guests, family members, or other observers who are not registered participants may be permitted on BBOR property at the sole discretion of staff and management.

- All guests and observers must be disclosed to BBOR prior to arrival.
- Guests must check in with staff upon arrival and remain in designated observation areas.
- Guests may not interact with animals, handle equipment, or enter restricted areas unless expressly authorized by staff.
- All guests are subject to BBOR's Code of Conduct, Zero Tolerance for Substance Use, and Non-Discrimination policies.
- BBOR reserves the right to deny entry to or remove any guest whose conduct is disruptive, unsafe, or non-compliant.
- Guests and observers are present at their own risk. BBOR assumes no liability for injury, loss, or damage to unregistered guests or observers while on property.

Parents or guardians observing minor participants are welcome within designated areas. Extended observation that disrupts program delivery may be limited at staff discretion.

Guest Liability Waiver Requirement

As a condition of entry onto Balanced Beings Outdoor Recreation and Wildcat Ranch – Phoenix property, all guests and observers are required to review and sign a Guest Liability Waiver prior to being admitted. This requirement applies to all non-registered individuals present on the property in any capacity, including but not limited to parents, guardians, siblings, caregivers, and accompanying adults.

The Guest Liability Waiver acknowledges that Balanced Beings Outdoor Recreation and Wildcat Ranch – Phoenix operate as an active ranch and animal-assisted program environment, and that entry onto the property carries inherent risks including, but not limited to, uneven terrain, animal interaction, environmental allergens, and unpredictable animal behavior. By signing the waiver, guests voluntarily assume all such risks and agree to release, indemnify, and hold harmless Balanced Beings Outdoor Recreation, Wildcat Ranch – Phoenix, their owners, staff, volunteers, contractors, and affiliates from any claims, damages, losses, or liability arising from their presence on the property.

Any individual who declines to sign the Guest Liability Waiver will not be permitted on the property. No exceptions will be made. This policy exists to protect the safety and legal interests of all parties, including participants, staff, animals, and the property owners. Those who do not sign safety waivers may wait inside, or within a few feet of their personal vehicle.

31. Groupon Program Participation & Liability Disclaimer

Groupon Designated Session Times

Groupon promotional sessions are offered only during the designated times listed under "Services" on the Balanced Beings Outdoor Recreation (BBOR) website:

- Summer hours vary
- By appointment only
- Regular seasonal hours
 - Monday: 6:00 PM – 7:30 PM
 - Wednesday: 6:00 PM – 7:30 PM
 - Friday: 2:00 PM – 3:30 PM



Session times may be adjusted at BBOR's discretion based on daily attendance, staffing, weather conditions, animal welfare considerations, or operational needs. Groupon vouchers are valid only for these designated sessions unless otherwise approved by BBOR in writing.

Required Forms & Assumption of Risk

All Groupon participants are required to complete and sign all applicable liability waivers, assumption of risk forms, and participation agreements prior to attending any session. Failure to complete required safety documentation will result in denied participation, and the Groupon voucher will be considered redeemed.

Participants acknowledge that Balanced Beings Outdoor Recreation provides outdoor, nature and animal-based recreational programming which may involve inherent risks, including but not limited to uneven terrain, animal interactions like kicks, bites, spooked horses, goats, cats, cows, dogs, and chickens, weather exposure, and physical activity. By participating, individuals voluntarily assume all known and unknown risks associated with these activities.

Scope of Groupon Programming

Groupon sessions are limited to the specific activities outlined in the Groupon offer. Archery and other higher-risk activities are not included in Groupon programming.

Participants interested in additional services, extended programming, or activities outside the Groupon offering may schedule a separate appointment directly with Balanced Beings Outdoor Recreation. Such services are subject to separate registration, availability, pricing, and agreements.

Live Contract Disclaimer

This Groupon offer is a live promotional contract between Groupon and Balanced Beings Outdoor Recreation. Groupon vouchers:

- Have no cash value
- Are non-transferable
- Are subject to BBOR's policies, procedures, and operational discretion
- Do not override BBOR's safety standards, participation requirements, or behavioral expectations

Balanced Beings Outdoor Recreation reserves the right to refuse or discontinue participation for any individual whose behavior is unsafe, disruptive, non-compliant, or poses a risk to themselves, others, animals, staff, or the property. In such cases, refunds or voucher disputes must be addressed directly through Groupon and are subject to Groupon's refund policies.

Limitation of Liability

To the fullest extent permitted by law, Balanced Beings Outdoor Recreation, its owners, staff, volunteers, contractors, and property partners shall not be held liable for any injury, loss, damage, or claim arising from participation in Groupon sessions, except in cases of gross negligence or willful misconduct.

32. ClassWallet & Arizona ESA Program Participation, Payment, and Refund Policy

ESA & ClassWallet Payment Requirement

Balanced Beings Outdoor Recreation (BBOR) offers eligible programs that may qualify for funding through the Arizona Empowerment Scholarship Account (ESA) Program and are processed through ClassWallet.



All ClassWallet payments must be approved, authorized, and received prior to participant attendance. Participants will not be permitted to attend any session, class, or program unless payment confirmation has been verified through ClassWallet before the scheduled start date.

Parents or legal guardians are solely responsible for submitting accurate, complete, and timely ClassWallet purchase requests in accordance with Arizona ESA and ClassWallet requirements. BBOR is not responsible for delays or denials resulting from incomplete submissions, incorrect vendor selection, or ClassWallet or ESA processing timelines.

Parent/Guardian Submission Responsibility

Parents or legal guardians acknowledge and agree to:

- Submit ClassWallet requests that align with Arizona ESA-approved educational or enrichment services
- Ensure participant information, program selection, and dates are accurate
- Monitor approval status and respond to ClassWallet or ESA requests for additional information

Failure to complete or receive approval prior to the program start date may result in forfeiture of participation without refund or credit from BBOR.

Documentation, Invoices & Compliance Processing

Balanced Beings Outdoor Recreation agrees to provide invoices, receipts, attendance confirmations, and required supporting documentation in compliance with Arizona ESA and ClassWallet standards.

BBOR will retrieve, complete, and return requested documentation to parents or designated recipients within a reasonable and fair administrative timeframe, accounting for program completion, verification requirements, and administrative workload. Immediate or same-day document turnaround is not guaranteed.

Refunds, Credits & ClassWallet-Funded Payments

All payments processed through ClassWallet are subject to Arizona ESA and ClassWallet refund policies.

- Refunds are not guaranteed and are dependent on ClassWallet and ESA approval.
- If a refund is approved, funds are returned only through ClassWallet, not directly to parents or guardians.
- BBOR does not issue cash refunds for ClassWallet-funded services.

In cases where a program is cancelled by Balanced Beings Outdoor Recreation, BBOR will cooperate with parents and ClassWallet to submit appropriate documentation for refund or credit consideration in accordance with ClassWallet and ESA guidelines.

Missed sessions, late arrivals, early departures, or failure to attend due to incomplete payment authorization, documentation issues, or parent error are non-refundable and not eligible for credit unless otherwise required by ClassWallet or Arizona ESA policy.

Program Standards & Participation Requirements

All ClassWallet-funded participants are subject to BBOR's participation requirements, safety standards, behavioral expectations, and liability waivers, consistent with non-ESA participants. Required forms must be completed prior to participation.

Balanced Beings Outdoor Recreation reserves the right to deny or discontinue participation for non-compliance with payment verification, documentation requirements, or safety standards.



Third-Party Platform & Limitation of Liability

ClassWallet and the Arizona ESA Program are third-party systems. Balanced Beings Outdoor Recreation is not responsible for system errors, funding delays, policy changes, approval determinations, or processing timelines associated with ClassWallet or ESA administration.

To the fullest extent permitted by law, Balanced Beings Outdoor Recreation, its owners, staff, volunteers, contractors, and property partners shall not be held liable for losses, delays, or missed participation resulting from ClassWallet or ESA processing issues.

33. Governing Law & Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles.

Informal Resolution

In the event of a dispute, concern, or claim arising out of or relating to these Terms and Conditions or participation in any BBOR program, the parties agree to first attempt to resolve the matter informally by contacting BBOR in writing at KelseyBauman@bborecreation.com. BBOR will respond within a reasonable timeframe to attempt a good-faith resolution.

Mediation

If informal resolution is unsuccessful, the parties agree to participate in non-binding mediation in Maricopa County, Arizona, before pursuing any formal legal action. Costs of mediation will be shared equally unless otherwise agreed.

Jurisdiction & Venue

If a dispute cannot be resolved through informal resolution or mediation, the parties agree that any legal action shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona. Both parties consent to personal jurisdiction in those courts.

Limitation on Claims

Any claim or cause of action arising from participation in BBOR programs must be filed within one (1) year of the date the claim arose, regardless of any longer statutory period that might otherwise apply.

34. Severability, Entire Agreement & Waiver

Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions shall continue in full force and effect.

Entire Agreement

These Terms and Conditions, together with any applicable waivers, registration forms, assessments, and program-specific agreements signed by the participant or their guardian, constitute the entire agreement between the participant and Balanced Beings Outdoor Recreation with respect to participation in BBOR programs. This agreement supersedes all prior verbal or written representations, understandings, or agreements.



No Waiver

Failure by Balanced Beings Outdoor Recreation to enforce any provision of these Terms and Conditions on any occasion shall not constitute a waiver of that provision or of BBOR's right to enforce it in the future.

35. Acknowledgement of Policy & Agreement to Terms

By registering for or participating in any programming and/or packaged programming, participants acknowledge they have read, understood, and agreed to these Terms and Conditions and agree to comply with Balanced Beings Outdoor Recreation's policies outlined above. Failure to follow these policies may result in my removal from the property and/or discontinuation of services.

I acknowledge the information above and agree:

Participant Full Name: _____ Date: _____

Participant Signature: _____

Legal Guardian Full Name (if applicable): _____ Date: _____

Legal Guardian Signature (if applicable): _____

I certify that the information provided is true and accurate to the best of my knowledge for the safety of the participant.

OFFICIAL USE ONLY

Once all forms are on file, payment is confirmed and received — file in the participant record and notify the program team of the scheduled date.

Date Application Received: _____

Program Director Approval: _____, BSocSc (CJ), CTRS,
AZGF-NASP-BAI, AZGF-PSF

CTRS Credential ID: 93763

Date Approved: _____