



**HERD**  
Horses Energy Reflection Direction  
**FOUNDATION**  
AT TARA FARM

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Dear Participant:

At HERD Foundation we are passionate about enhancing the quality of our clients' relationships through connecting with equine partners.

Our sessions are based on the treatment models of the Equine Assisted Growth and Learning Association (EAGALA) and the Professional Association of Therapeutic Horsemanship (PATH). We provide private, individual, and group sessions led by a credentialed mental health professional and an equine specialist with between one and four horses. We embrace the science that humans learn best by doing. This is a hands-on approach, where clients are given the space to project and analyze their situations while making connections and finding their own solutions. The use of this model combined with natural horsemanship methods help build self worth and confidence.

We believe in supporting the entire family. We offer programs for parents, teens, veterans and individuals in recovery. Attached you will find our intake package for New Participants. Please don't be overwhelmed by the paperwork! If you have any questions, we will be glad to help you. Once your paperwork has been received, we will contact you to schedule a session.

HERD Foundation is a non-profit organization; we rely solely on contributions from Individuals and the community to cover the costs for our services.

We do not charge for our programs. No family is ever denied services because they cannot contribute.

We look forward to meeting you. We'll see you at the farm.

Sincerely,

***Nongae Johnson***  
Co-Founder & Director  
HERD Foundation

***Rhonda Fritzshall***  
Co-Founder & Director  
HERD Foundation



## **INTRODUCTION**

(Please keep for your reference)

HERD Foundation is a not-for-profit organization founded by Nongae Johnson and Rhonda Fritzshall with a mission of enhancing the quality of our clients' relationships through connecting with equine partners.

Our programs are funded strictly by private and corporate donations. All of our programs use Equine Assisted Learning. These are 1-1/2 hour once per week sessions for a 8-week period and earn a certificate of completion.

### **CONSIDERATIONS:**

Due to the inherent risk of all equine related activities each participant will be required to sign a Release and Indemnity Agreement form and an Authorization for Emergency Medical Treatment form. A signature on the Release of Name, Photograph & Personal Information form is requested, but not required.

Please send completed application packet to:

HERD Foundation

5135 Conklin Drive

Delray Beach, FL 33484

OR

Email to [info@herdfoundation.com](mailto:info@herdfoundation.com)



## **PARTICIPANT AGREEMENT**

*West Palm Beach VA Medical Center and HERD Foundation*

### **Equine Therapy Participation Agreement**

The following rules of conduct and expectations are to be observed prior to and during the Equine Therapy Program:

This is a non-riding, closed experiential group therapy that focuses on interactions with service members and horses.

- Participants will conduct themselves appropriately and in a professional manner at all times as a representative of the West Palm Beach VA Medical Center.
- Participants are required to provide their own transportation to and from HERD Foundation facility known as, "TARA Farms". The West Palm Beach VAMC does not offer beneficiary travel at this time for the Equine Therapy program.
- Participants are required to provide a 24 hours' notice of cancellation of a single session by calling the main number at HERD Foundation: (954) 675 5065 or email: [Rhonda@herdfoundation.com](mailto:Rhonda@herdfoundation.com)
- Participants will arrive 10 minutes early to be prepared for the group session.
- Participants will need to read and sign this agreement prior to starting the program.
- Participants are required to provide HERD Foundation all the necessary participation documents prior to starting the program. These documents will be mailed, emailed, or given at the first session. If you choose to complete them upon the first session, you will need to arrive 30 minutes early in order to complete the documents.
- Participants will have their phone away and/or in silent for the duration of the session.
- Participants will need to wear comfortable clothes with closed toe boots or sneakers.



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- Participants will attend weekly sessions for 8 weeks in the scheduled group time. The group will begin and end on time.
- No firearms or weapons are allowed on TARA Farms property.
- No smoking, no vapor smoking, electronic cigarettes or any tobacco products are allowed on the property.
- Participants must report any changes in their health status prior to participating in the program.

Participants who do not abide by the above rules can, at the discretion of the HERD Foundation staff and the West Palm Beach VA Medical center, be disenrolled in the current program. Any violations of the above rules, misconduct, or non-participation can result in forfeiture of future participation.

By signing this agreement, the participant agrees to abide by the criteria set forth above. Refusal to sign this agreement will prohibit participation in the program. Refusal to adhere to this agreement will result in forfeiture of participations in programs offered by the HERD Foundation.

Veteran Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



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**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ agree not to disclose any client names, treatment information or identifying information pertaining to any client, past, present or future, of HERD Foundation to anyone who is not affiliated with HERD Foundation. This confidentiality agreement is effective the date of the signing of this agreement, and is forever binding after my association with HERD Foundation ends.

ADULT PARTICPANT'S FULL  
NAME, ADDRESS AND  
PHONE NUMBER (Please print):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MINOR RPATICPANT (17 &  
UNDER) FO WHOM PATICIPANT IS  
SIGNING (Please print)

\_\_\_\_\_  
\_\_\_\_\_  
Signature



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## EQUESTRIAN RELEASE AND WAIVER OF LIABILITY FORM

I, the undersigned participant, hereby agree to the provisions of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“this Agreement”) with HERD Foundation, the Farm, (the “Equine Professionals” and the “Owners”) on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. **PREFACE:** Equine activity can result in an accident and, in turn, liability for injury, death and damages.
2. **LIABILITY:** Liability includes without limitation ALL liability and damage claims arising out of tort, contract, statute or otherwise, for ALL injury, death and damages to the Participant and his/her parents, spouse, children, dependants, estate or anyone else whether direct, derivative or otherwise (collectively "liability"):
3. **FARM:** The Farm is sometimes referred to as Johnson's Folly Equestrian Farm at 14052 52nd Avenue South, Delray Beach, Florida, and shall mean the following: Nongae Johnson, Michael Caruso, Michael Caruso Enterprises, Inc., TARA Farm, HERD Foundation, their employees, independent contractors, officers, directors, agents, equine activity sponsor, equine professional and each person and legal entity that they are liable for under any theory of liability (collectively "Farm").
4. **ASSUMPTION OF RISK:** Participant acknowledges that he/she bears responsibility for his/her own safety and participant should not participate in any equestrian activity unless he/she is confident that he/she can do so safely. Participation in equine activities with or conducted by the HERD Foundation constitutes a knowing and voluntary assumption of all risks associated with equine activities involving HERD Foundation or being present on or using the Farm property. Inherent risks of equine activity mean those dangers or conditions which are an integral part of equine activity which include without limitation: (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) Certain hazards such as surface and subsurface conditions; (d)



Collisions with other equines or objects; (e) The potential of a Participant to act in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the animal or not acting within his or her ability; (f) Propensity of equine to bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning; (g) Scratches or other injuries from trees, bushes, stalls or enclosures; (h) Scratches or other injuries from grooming tools and other equine equipment; (i) Allergic reactions to animals, hay, or other allergens; (j) Slipping, falling, or otherwise being injured in the barn, stalls, or on the grounds, which can be slippery, muddy, wet, or contain other hazards; (k) Entangling in tack, harness or other equipment used in equine activity; (l) Any other risk or negligence arising out of equine activity whether related to the equine, Farm, other participants, equine activity Sponsor, equine professional, transportation, anyone else or otherwise (collectively "risks"). Knowing that these risks can result in an accident and, in turn, liability for injury, death and damages, each Participant expressly assumes 100% of all risks and waives 100% of all liability against the Farm for its own negligence or otherwise.

**5. WAIVER, RELEASE & INDEMNIFICATION:** It is the intent of the parties to shift 100% of ALL liability from the Farm to each Participant. As a result, each Participant agrees (a) to release the Farm from its own negligence and all liability and (b) to defend and indemnify the Farm from any and all liability claims brought by, or on behalf of, the Participant and his/her parents, spouse, children, dependants, estate or anyone else. Defend means you shall be responsible for the payment of all attorney's fees, costs and expenses incurred by the Farm arising out of liability. Indemnify means you shall be 100% responsible for any award or judgment entered against the Farm arising out of liability. Therefore, it is the parties' intent that 100% of liability is hereby shifted from the Farm to each Participant. If this clause is unenforceable against a minor Participant, this defend and indemnification provision shall control nonetheless against the remaining Participants since the parties' intent is to shift 100% of liability from the Farm to the Participants.

**6. WARNING:** An equine activity sponsor or equine professional is not liable for an injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities.

**7. MISCELLANEOUS:** (a) If any provision under this release is held invalid, the remaining provisions shall be liberally construed in favor of enforcement; (b) This release shall not be modified verbally or otherwise unless reduced to writing and signed by all parties in order to avoid the proverbial "he said she said;" (c) Venue

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shall be in Palm Beach County; (d) Florida law shall control this release; (e) This release shall control all current and future equine activity and risks between the Farm and Participants; (f) I hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity; (g) If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is in fact the legal parent or guardian of such minor, with full rights of custody and control; and that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his/her heirs, personal representatives, successors and assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant; (h) You have read or had this release read or translated to you by someone other than the Farm and understand that you are signing this release individually and on behalf of each minor or legal entity Participant; and (i) Please feel free to leave and consult another equine professional, an attorney or call the Florida Bar at 800-342-8060 if you question anything under this release before signing below.

ADULT PARTICPANT'S FULL  
NAME, ADDRESS AND  
PHONE NUMBER (Please print):

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MINOR RPATICPANT (17 &  
UNDER) FO WHOM PATICPANT IS  
SIGNING (Please print)

\_\_\_\_\_  
Signature





## PARTICIPANT INTAKE FORM

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address (required): \_\_\_\_\_

### **Emergency Contact Information:**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address (required): \_\_\_\_\_

### **If participant is under 18 y/o - Legal Guardian (must sign all paperwork):**

Child lives with (name): \_\_\_\_\_

Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address (required): \_\_\_\_\_



### **PARTICIPANT'S HISTORY**

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Occupation: \_\_\_\_\_

What are some of the goals you would like to achieve through equine therapy and learning:

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Do you currently attend therapy?      Yes      No

Previous or current therapist: \_\_\_\_\_

Please list any Medical Issues we should know about:

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Is there anything else that you would like us to know?

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## AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Physician's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Health Insurance Co: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies to Medications: \_\_\_\_\_

Current Medications: \_\_\_\_\_  
\_\_\_\_\_

*In the event of an emergency, contact:*

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event of emergency medical aid/treatment is required due to illness or injury during the participation in programs, or while on the property, I authorize Horses Energy Reflection Direction HERD Foundation, to:

1. Secure and retain medical treatment and transportation if needed; and 2. Release client records upon request to authorized individual or agency involved in the medical emergency treatment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Non-Consent**

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of participating in programs while on the property. In the event emergency treatment/aid is required, I wish the following procedure to take place:

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## CONSENT TO OBTAIN AND RELEASE INFORMATION

If you do not receive therapy (do not complete this form)

Participant's Name: \_\_\_\_\_

This will authorize staff at HERD FOUNDATION, to disclose to and/or obtain from:

Therapist's Name: \_\_\_\_\_

Therapist's Phone Number: \_\_\_\_\_

Therapist's e-mail address: \_\_\_\_\_

### Purpose

The purpose of this disclosure of information is to improve services, share information relevant to services and when appropriate, coordinate services.

If other purpose, please specify:

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### Right to Revocation

I understand that I have a right to revoke this authorization, in writing, at any time by sending written notification to HERD Foundation. I further understand that a revocation of the authorization is not effective to the extent that action has been taken in reliance on the authorization.

### Expiration

This information release is for a specific instance, valid for 90 days, and will expire on the following date: \_\_\_\_\_

Unless sooner revoked, this consent is valid for 1 year due to the need for ongoing communication for the coordination of services, and will expire on the following date: \_\_\_\_\_

### Conditions

I understand that HERD Foundation, may condition my services on whether I give authorization for the requested disclosure. The consequences of refusing to sign this authorization have been explained to me.



**Form of Disclosure:** Unless you have requested in writing that disclosure be made in a certain format, we reserve the right to disclose information as permitted by this authorization in any manner we deem to be appropriate and consistent with applicable law, including but not limited to verbally, in paper format or electronically.

**Redisclosure**

Federal law prohibits the person or organization to whom disclosure is made from making any further disclosure of service information unless further disclosure is expressly permitted by the written authorization of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. Other types of information may be redisclosed by the recipient of the information.

I understand that my participation records are protected under the Federal regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and cannot be disclosed without my written consent unless otherwise provided for by the regulations. I also understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires one year after the signed date.

I understand that by law, I need not consent to the release of this information. However, I choose to do so willingly and voluntarily for the purpose specified above.

I understand I am entitled to a copy of this document in its complete form. My signature verifies that I have received a copy of this release.

\_\_\_\_\_  
Participant’s Name

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



## **Photograph(s) Release Form**

I hereby grant permission to use my photograph(s), or other likeness(es) of me in a WORK presently referred to as "THE WORK." This may include, but is not limited to, newspaper and magazine articles, advertising materials, and Internet website content including social media to be used for marketing or advertising purposes designed to benefit the mission of HERD Foundation at Tara Farm.

I acknowledge that since my participation in the HERD Foundation at Tara Farm program is voluntary, I will not receive financial compensation.

Said photograph(s) or likeness(es) are to be used in connection with the advertising and promotion of HERD Foundation at Tara Farm and "THE WORK" maybe published in any and all languages throughout the world.

I also acknowledge that the foregoing rights may be exercised by publishing companies, magazines, newsletters, newspapers, social media and websites.

I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

Participant's Name: \_\_\_\_\_

Participant/Guardian Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # : \_\_\_\_\_

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



## Program Research Informed Consent

### Purpose

During your participation in HERD Foundation at Tara Farm's Freedom Patch Programs you will be asked to complete a Demographic Survey at your first and last sessions. Additionally, you will be asked to complete the aforementioned self-assessments again 6 months and 1 year after program completion. You may also be asked to participate in a face to face interview after participating in the program. The purpose of these forms and interview is to help HERD Foundation at Tara Farm gather information on the efficacy of their programs. The data also may be used for research and educational purposes.

### Confidentiality

All information taken from the study will be coded to protect each participant's identifying information. No names or other identifying information will be used when discussing or reporting data. HERD Foundation at Tara Farm will safely keep all files and data collected in a secured locked cabinet in the main office. Once the data has been fully analyzed it will be destroyed.

Please note that participation in the research conducted by HERD Foundation at Tara Farm is voluntary and participants can opt out at any time. Decision to not participate will not affect participant's relationship with HERD Foundation at Tara Farm or their staff.

By signing this form, you authorize the use and disclosure of the responses provided in the demographic survey and self-assessments completed during participation and after program completion in HERD Foundation at Tara Farm's Freedom Patch Programs. Signing this form also authorizes HERD Foundation at Tara Farm to contact you after program completion to obtain self-assessment responses.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date



## DEMOGRAPHICS SURVEY

HERD Foundation is funded by private and corporate donors. Often, they require Demographics about the participants we serve. This information also helps us conduct research and is vital to our mission to provide services to our community. This information will not be a part of your records and is completely anonymous.

Age: \_\_\_\_\_ Sex: \_\_\_\_\_

What is your education level?

- a.) N/A
- b.) Highschool
- c.) Some college
- d.) College degree
- e.) Post-graduate degree

How many children in your household? \_\_\_\_\_

How many adults in the household? \_\_\_\_\_

What is the total household income? (circle one)

- a.) Less than \$10,000
- b.) \$10,000 - \$20,000
- c.) \$20,000 - \$30,000
- d.) \$30,000 - \$40,000
- e.) \$40,000 - \$50,000
- f.) \$50,000 - \$60,000
- g.) \$60,000 - \$70,000
- h.) over \$70,000





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What is your race? (circle all that apply)

- a.) White
- b.) Black or African-American
- c.) Hispanic or Latino
- d.) Asian
- e.) Native Hawaiian or Other Pacific Islander
- f.) Native American
- g.) Biracial
- h.) Multiracial
- i.) Other: \_\_\_\_\_

Do you receive Social Security Disability Income, Social Security Income or Food Stamps?

Yes  No

Do you receive Medicaid?  Yes  No

Do you receive Disability?  Yes  No

Are you a Veteran?  Yes  No

*HERD Foundation does not discriminate based on age, religion, race/ethnicity or socio-economic status. All surveys will be immediately removed from the registration packet and no record of demographic information is kept with the participant's chart.*