



HERD
Horses Energy Reflection Direction
FOUNDATION
AT TARA FARM

Dear Volunteer:

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 volunteer application packet. Once your paperwork has been received, we will contact you to schedule an orientation.

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



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.

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

Signature

Date

LEGAL GARDIAN FOR
VOLUNTEER IF VOLUNTEER IS
UNDER 17. (Please print)

Signature

Date



EQUESTRIAN RELEASE AND WAIVER OF LIABILITY FORM

I, the undersigned volunteer, 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, dependents, 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:** Volunteer 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 Volunteer to act in a negligent manner that may contribute to injury to the Volunteer 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 Volunteer 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 Volunteer. As a result, each Volunteer 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 Volunteer 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 Volunteer. If this clause is unenforceable against a minor Volunteer, this defend and indemnification provision shall control nonetheless against the remaining Volunteers since the parties' intent is to shift 100% of liability from the Farm to the Volunteers.

6. WARNING: An equine activity sponsor or equine professional is not liable for an injury to, or the death of, a Volunteer 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 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 Volunteers; (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 volunteer named below, the undersigned volunteer hereby

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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 volunteer, 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 Volunteer; 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 VOLUNTEER'S FULL
NAME, ADDRESS AND
PHONE NUMBER (Please print):

Signature

Date

MINOR VOLUNTEER (17 & UNDER)
FOR WHOM VOLUNTEER IS
SIGNING (Please print)

Signature



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.

Volunteer's Name: _____

Address: _____

Phone # : _____

Volunteer's Signature: _____

Date: _____

Parent/Guardian's Print: _____

Parent/Guardian's Signature: _____

Date: _____



Safety Regulations and Emergency Procedure Packet

Safety Regulations

- 1.) All participants, volunteers, and staff members are required to wear closed toe shoes.
- 2.) Use of drugs, alcohol, or tobacco products, including E-cigarettes and Vapes are prohibited while on property.
- 3.) Individuals should not be under the influence of drugs or alcohol while at the facility.
- 4.) Participants and volunteers should not enter the ring or engage with Equines without supervision of the Equine Specialist.

Volunteer Conduct Policy

The following behavior will result in disqualification from the session. A discussion between facilitators and the individual will determine the continued engagement with the HERD Foundation at Tara Farm.

- 1.) Any act or threat of violence
- 2.) Failure to follow rules and safety guidelines provided to the individual during the orientation to the program.
- 3.) Verbally abusive behavior toward staff, volunteers, or participants
- 4.) Mistreatment or abuse of Equines
- 5.) Arriving to session while under the influence of drugs or alcohol
- 6.) The use of drugs or alcohol on property



Fire Policy

Should a fire occur during a session the participants, staff, and volunteers will evacuate the property through the gate at the South entrance. All staff, volunteers, and participants will meet on Conklin Drive, where a head count will be conducted by The Mental Health Professional. The Equines present during session will be evacuated by the Equine Specialist and facility's staff members.

In the event the primary evacuation route is blocked, participants and staff will be able to evacuate through the gate at the West entrance to the facility. All staff, volunteers, and participants will meet on 52nd Ave South, where a head count will be conducted by The Mental Health Professional.

Severe Weather Policy

Tornado

1. If a tornado watch or tornado warning is issued prior to the start of our session, all services will be canceled. Participants will be informed of this by the Mental Health Professional.
2. If a tornado watch is issued during session, and if it is deemed safe to leave the facility all participants and volunteers will be dismissed.
3. If a tornado warning is issued during session and it is recommended by the national weather services to "shelter in place", participants, volunteers, and staff will be taken to the tack room attached to the four-stall barn adjacent to the arena until the warning is lifted. All equines will be returned to their stalls by facility staff until the warning is lifted.

Severe Thunderstorm

1. If a severe thunderstorm advisory is issued prior to start of session, all services will be canceled. Participants will be informed of this by the Mental Health Professional.
4. If a severe thunderstorm occurs during session and if it is deemed safe to travel participants will be dismissed. If it is deemed unsafe to travel, participants, volunteers, and staff will be taken to the tack room attached to the four-stall barn adjacent to the



arena until the warning is lifted. All equines will be returned to their stalls by facility staff until the warning is lifted.

Hurricane

1. If a hurricane warning is issued within 24 hours of the start of session, all sessions will be canceled. Participants will be notified by the Mental Health Professional. Services will resume once the storm has passed and the facility has been deemed safe by the Director of Operations and Programming.

Medical Emergency

In the Event of a Medical Emergency due to natural, organization, manmade, or equine related hazards the Mental Health professional will check in with the injured or distressed individual(s) to determine if medical attention is necessary. If not basic first aid will be applied. If medical attention is needed the Mental Health Professional will notify 911 as well as the individual(s) emergency contact, in that respective order. All other staff will attend to participants and Equines to ensure their safety.

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By signing this form below I, _____, confirm that I have received and reviewed they safety regulations and emergency procedures hand book for the HERD Foundation at Tara Farm.

Name: _____ DOB: _____

Emergency Contact Name & Number: _____

Signature

Date

Parent/Guardian Print

Signature

Date