



Informed Consent for Equine Assisted Activities & Therapeutic Riding Services with *El Paso Cares Corporation*

Name: _____

DOB: _____ Age: _____

Person Requesting Service: _____ Date: _____

Services Requested: _____

Equine assisted activities make use of the relationship between humans and horses, through petting, bathing, grooming, haltering, leading, riding, horsemanship, and the physical movement of the horse for recreation and for the purposes of contributing to the cognitive, physical, emotional and social well-being of individuals.

Limitations and Potential Risks:

An equine activity sponsor, owner or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from inherent risks of equine activities. Although El Paso Cares Corp adheres to safety recommendations, equines may be unpredictable and could spook, jump, rear up, break away, buck, bite, kick, knock into, or step on those around them.

It is important to alert director, Carlos Fernandez, if there are any pre-existing conditions that might make participation unsafe for you or your child. Such conditions could include asthma, allergies, or a health condition that would make being active outdoors unsafe. Furthermore, please alert the staff if you or your child has suffered any animal related trauma or have fear or discomfort around any animals. Your services will predominantly be conducted outdoors, sometimes regardless of elements and will be with or around animals and the farm environment. Please dress accordingly (see "Clothing" below). It is important to stay adequately hydrated by drinking water, so make sure to bring a water bottle.

Occasionally program participants become so involved with the animals that they become possessive of those animals, and an atmosphere of competition rather than social cooperation develops. Participants may perceive that an animal has rejected them, usually because of unrealistic expectations of the animal's behavior toward them, and this can exacerbate low self-esteem. Death of an animal may generate intense feelings of grief and sometimes guilt in participants and staff. Our staff will provide mediation and support if any of the above-mentioned situations develop. In order to receive this support, you must notify therapist, Chiara Ajo (786) 259-2950.

During your session, an animal care provider, safety support staff or other volunteer may be present.

*There are also individuals who own horses recreationally, work and reside at the farm. These individuals may come and go during the course of a session, but will not interfere with a session or interact with the participants. Please do not enter the hayloft, garage, chicken coop, house, or horse stables without an invitation by the director of El Paso Cares, Carlos Fernandez, or the owner of the farm, Osvaldo De la Vega.

Attendance & Cancellations

Participants should arrive at the farm 5 minutes prior to the start of the session to allow the maximum use of the scheduled session time. Participants are not to be left unattended by parent or guardian at the farm or on the property before the beginning or after session. El Paso Cares staff or volunteers cannot be responsible for supervising participants before or after the session time. Excessive or repetitive cancellations will jeopardize your appointment slot. Our program is small and time slots are at a premium. Non-Emergency Cancellations: We require 12 hours notice to cancel a session. Please call director, Carlos Fernandez (786)398-1287 in the event you need to cancel. Please be courteous about canceling sessions as your instructor and volunteer's time is valuable. Cancellations received less than 12 hours prior to session time will be charged a cancellation fee of \$15.00.

Emergency Cancellations In the event of an emergency, Cancellation fee exceptions will be made.

Weather-Related Cancellations: El Paso Cares will close or cancel sessions due to inclement weather. We will notify you with as much notice as possible.

The farm may be closed for holidays, horse shows, or special occasions throughout the year. You will be notified in advance and your session shall be rescheduled.

Payment:

El Paso Cares is committed to providing services for all persons seeking services, and to treat all clients with dignity and respect while being served without regard to age, sex, race, creed, color, marital status, familial status, physical or mental disability, religion, national origin, sexual orientation, socioeconomic status, or political affiliation or belief.

Although, we only have one fee for service the actual out of pocket expense can vary widely based on the individual circumstances. We invite you to contact our program director, Carlos Fernandez, for a specific quote based upon your particular situation. Please know we are committed to making our services available to those who need them and will work with you in any way we can to make receiving our services possible. We also accept donations to our program.

Therapeutic riding services are paid at the time of service and your payment can be made in cash, by check, or through app. Please inquire about app payments to program director, Carlos Fernandez. Non-payment of sessions will result in suspension of services until payment is received in full.

Dress Code:

Clothing: For your safety, proper outerwear is mandatory to be allowed around the horses:

- Long pants (no shorts).
- Riding boots, billyboots, muckers, hikingboots, or shoes with a hard sole and low heel; no sandals, open toed shoes or loafers.
- Sneakers (although strongly not recommended) and adaptive helmets may be approved by Carlos Fernandez based upon equipment use and rider need.
- A safety-approved horseback-riding helmet, (no bicycle helmets). El Paso Cares will provide helmets to borrow if the rider does not have his/her own. We recommend you get your own to prevent the spread of communicable diseases and head lice.
- No large necklaces, bracelets or earrings that dangle, or excessively loose-fitting shirts or pants.
- Participants who are not dressed appropriately will not be able to ride.

Participation Limitations

- Participants must be 3 years old or older to participate in therapeutic riding services. Special accommodations may be made with physician permission and physical development.
- El Paso Cares has a general weight limit of 300 lbs for mounted participants. Weight limitations may differ for persons requiring transfer and will be at the discretion of Carols Fernandez. Weight limits for mounted patients are based on horse availability and safety considerations.

Forms

Your safety and well-being is our most important concern. All forms will need to be updated on an annual basis. Cancellation will result if patient forms are not returned to El Paso Cares by the specified due date. If the physical condition of the patient change at any time, Carlos Fernandez must notified immediately and a new Medical Information Form completed. All forms and waivers must be signed before a participant can interact with any horses on the farm or come to the farm.

Farm & Safety Rules

- Listen to the staff and volunteers, follow their direction! Participants must be directly supervised always.
 - Participants may need to be touched for mounting/dismounting/safety purposes. We respect a participant's personal space, however, in the event of an emergency and to prevent injury physical contact may be unavoidable.
 - Do not touch, pet or play with any dogs that are on our premises at El Paso Ranch, our facility farms. The dogs at the farm are generally gentle and not dangerous, however they are farm dogs that are have not been formally trained.
 - Keep all gates and stable doors closed at all times. A loose horse is a dangerous horse, retreat to the safety of your vehicle if an incident of this nature occurs.
 - Teasing, taunting, harassing, or purposely annoying, scaring, chasing, or irritating the animals at the farm is strictly prohibited.
 - Treat animals with respect. Use kind, even if direct, words with the animals. Anyone not being kind will be removed from them.
- !!!!!!! There is a nonsmoking policy at El Paso Cares !!!!!!!!!!!
- Horses often mistake fingers for food, they will test & taste objects given the opportunity, this behavior is different than 'biting'. Please keep your fingers safe! Hands to yourself unless a staff or volunteer is supervising you.
 - Horses may kick out or bolt if startled, please make your presence known, avoid the rear end of the horse and maintain a safe distance when staff is not within arm's reach. Horses can behave unpredictably. Horses have good hearing, talk to them, let them know your approaching in case they are sleeping.
 - Do not go into fields, barns, or stalls without direct support & supervision from a staff member.
 - Family members and guests must stay in designated area only. If you wish to go anywhere other than designated visitor areas, please check with a staff member first.
 - Everyone must wear appropriate clothing and footwear for the environment.
 - Do not give the animals any food without permission. (Despite what the animals may tell you!)
 - No dogs allowed on the property with the exception of service animals. Please notify staff prior to bringing the service animal to a session (farm dogs on site).
 - Please allow our staff to conduct the session without interruption. When the session is taking place, please give the participants and staff room to work and without distraction. Please keep conversation quiet.
 - The most important two rules are: BE SAFE AND HAVE FUN!!!

Possible Reasons for discharge from participation in a Walkabout Farm Therapeutic Riding program:

- Patient develops a health condition that makes Riding Lessons, Equine Assisted Activities & Therapies risky.

- Inability to follow directions is interfering with progress toward treatment goals.
- Uncontrolled and inappropriate behavior that constitutes a safety risk to participant, staff, volunteers, and/or therapy animals.
- A participant's head and neck control presents a safety concern.
- Participant exceeds weight that can safely be managed by staff, volunteers, horses and/or therapy horses.
- Three scheduled sessions are missed without prior canceling
- Non-payment of funds after 30 days.
- Paperwork that is not returned within 30 days of due date

Acknowledgement of Receipt of Informed Consent

By signing below, I acknowledge that I have received or reviewed a copy of this Informed Consent document. I acknowledge that my signature below indicates that I have read the information included, have asked any questions needed, and am aware of the business practices and the risks and benefits associated with Equine Assisted Activities. I agree to abide by the terms and conditions stated in both documents.

Participant Printed Name: _____ Date: _____

Participant Signature: _____ Date: _____

Parent/Guardian Printed Name: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____



Demographic Information

Name of participant: _____ DOB: _____ Age: _____

Email: _____

Sex: ___M___ F Phone: _____ (cell) _____

(home) _____ (w) _____

Emergency Contact: _____ Phone: _____ Relationship: _____

Who is filling this form out?

1. Briefly describe disability:

2. What are the physical symptoms of the disability?

3. What goals do you hope to achieve by participating in this program?

a. Short (6-12months):

b. Long (2-3 years):

c. General Goals:

4. What other treatments or therapies have been used (please specify when and for how long):

5. Describe concentration, attention span and general awareness?

6. Describe common moods (happy, aggressive, easygoing, enthusiastic, passive, excitable, depressed, introverted or extroverted):

7. Describe communication skills/style (expressive and receptive language):

8. Is there a history of self harming? Triggers from past trauma?

9. What positive reinforcements work well? Which do not?

10. Describe past horse experience:

11. Please use the rest of this sheet/the reverse side to indicate any other areas of behavior and personality that will help us to best communicate, understand and work with the participant.



Doctor Approval Form:

(If Applicable)

Dear Health Care Provider: Your patient, _____ is interested in participating in supervised equine activities. In order to safely provide this service, El Paso Cares Corporation requests that you complete/update the attached Medical History and Physician's Statement Form. Please note that the following conditions may suggest precautions, potential risk, and contraindications, to equine activities.

Therefore, when completing this form, please note whether these conditions are present, and to what degree. Orthopedic Atlantoaxial Instability-include neurologic symptoms Coxa Arthrosis Cranial Deficits Heterotopic Ossification/Myositis Ossificans Joint Subluxation/ dislocation Osteoporosis pathologic Fractures Spinal Fusion/Fixation Spinal Instability/ Abnormalities Neurologic Hydrocephalus/Shunt Seizure Spina Bifida/Chiari II Malformation/ Tethered Cord Other Medications – i.e. photosensitivity, age under 3, Indwelling catheters, Poor Endurance, Skin Breakdown , Psychological - Animal Abuse, Fire Settings, Dangerous to self or others, Current substance abuse, Exacerbations of medical conditions Allergies, Heart Conditions, Hemophilia, Medical Instability Migraines, Respiratory compromise, recent surgeries, PVD, Blood pressure Control

Recommended Frequency: _____

Precautions: _____

To my knowledge there is no reason why this person cannot participate in supervised equestrian activities. However, I understand that the therapeutic riding center will weigh the medical information above against the existing precautions and contradictions.

Physician Name _____ MD Other

Physician Signature: _____

Thank you very much for your assistance. If you have any questions regarding this patient's participation in therapeutic equine activities, please feel free to contact Program Director and Lead Instructor, Carlos Fernandez lead instructor at El Paso Cares Corporation.

Sincerely,
Carlos Fernandez (786) 398-1287



Down Syndrome X-Ray Form (If Applicable)

Dear Patient, Parent or Guardian,

There is a condition known as Atlanto-Axial dislocation or subluxation that may be present in some individuals with Down syndrome. Parents or guardians of children, or patients with Down syndrome who seek to participate in therapeutic horseback riding or horse riding lessons with El Paso Cares Corporation must be made aware of this condition which can occur in 10 - 20 percent of individuals with Down syndrome. The two vertebrae at the top of the spinal column are named the atlas and axis respectively. In some persons with Down syndrome, the ligaments and bone structures that normally maintain the proper position of these vertebrae with respect to each other and the skull are abnormal. The abnormality permits under certain conditions of physical stress the spinal column to shift, which pinches the nerves issuing from the base of the brain, leading to severe consequences.

Because of this possibility, El Paso Cares wishes to protect persons with Down syndrome from activities such as horseback riding which could aggravate this condition until their doctor has examined them. The doctor will determine if the condition is present by an examination that requires an X-ray view of the neck when it is both flexed and extended. If the Xrays demonstrate that the Atlanto-Axial dislocation or subluxation is present, then the person with Down syndrome may not participate in horseback riding.

*Cervical radiograph for Atlanto _ Axial subluxation:

Positive _____ Negative _____ Date of Radiograph: _____

Physician's Signature : _____

Physician's Printed Name & Title _____

Phone: _____

El Paso Cares Corporation, Carlos Fernandez, Program Director (786) 398-1287



Equine Assisted Activities & Therapeutic Riding Liability Release Form

This RELEASE FROM LIABILITY is made and entered into on this date of _____ of 20____ and contains NO expiration date, by and between:

_____(Participant)

and El Paso Cares Corporation, herein after referred to as “El Paso Cares” and

_____, herein designated as “Participant”, who hereby claims responsibility for self and his/her agents, friends, family and any and all guests present on their behalf, and if Participant is a minor, Participants’ parent or guardian:

_____ who hereby claims full responsibility for Participant, in addition for Participant’s agents, friends, family and any and all guests present on their behalf. In return for the use today, and on all future days, of the property and facilities that El Paso Cares uses and the services of El Paso Cares and any and all of El Paso Care’s representatives. The Participant, his heirs, assigns, family, guests, and legal representatives all herein referred to as Participant, hereby expressly agrees to the following:

- Participant understands there are risks in and around equine activities and has read the equine warning.
- Participant agrees to assume any and all risks involved within or arising from Participant’s use of horses or presence upon property and facilities that El Paso Cares uses including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
- Participant is responsible for full and complete insurance coverage on his/her property and him/herself.
- Participant agrees to hold El Paso Cares and all its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, owners, partners, employees, tenants, landlords, volunteers, interns, and agents completely harmless and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant’s use of or presence upon horses, property, and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of El Paso Cares.
- Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is

to provide that a general release shall not extend to claims, material or otherwise, which the person giving up the release does not know or expect to exist at the time of executing the release. • Participant agrees to indemnify and defend El Paso Cares and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, owners, partners, employees, volunteers, interns, and agents against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from the Participant's use of or presence upon property and facilities that El Paso Cares uses. • Participant agrees to abide by all of El Paso Care's rules and regulations. Protective headgear is mandatory due to the inherent risks of equine activities. Participant will wear protective headgear whenever mounted on a horse. • This contract is non-assignable and non-transferable and is made and entered into the State of Florida and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law or Federal Law, then that clause is null and void. When El Paso Care's and Participant (and Participant's parent or guardian)/or volunteer, sign this contract, it will be binding on both parties, subject to the above terms and conditions.

Disclaimer

The purpose of these standards is to educate program directors, program personnel/staff and the public regarding best practices and procedures followed within the therapeutic riding industry. These standards are voluntary. It should be understood that each standard or each part of every standard may not be applicable to all therapeutic riding programs. Further, these standards do not include every practice or procedure that might be desirable for or implemented by a program since the services, conditions, facilities and objectives of all programs are not identical. It does not suggest or infer that those who do not follow all of these standards or recommendations engage in unsafe practices.

I _____ dated _____ have read and understood this disclaimer.

Sport, Recreation and Leisure

In sport, the therapeutic riding program helps the rider to develop new skills or to improve existing skills. Sport activities involving the horse can be adapted so that they are accessible to people who have physical, intellectual, developmental, learning, sensory and/or psychological impairments. People with disabilities can derive therapeutic, psychological, educational and social benefits from their involvement in equestrian sport activities. These activities include petting, bathing, grooming, haltering, leading, riding, horsemanship, obstacle courses, and competition. Therapeutic riding instructors are the key individuals responsible for the design and implementation of equestrian sport programs for people with disabilities, currently there is no regulatory requirements for certification or instruction.

Equestrian activities can be adapted and used as recreation/leisure by people with physical, mental and psychological impairments. The emphasis is on enjoyable and relaxing experience that provides additional benefits in the areas of socialization and physical well-being. Individuals may participate in horse-related activities to their maximum abilities in an atmosphere of support and structure for the primary purpose of the intrinsic enjoyment of these activities

I have read the Equine warning and disclaimer of this liability release form. I fully understand and agree to this release.

Participant's Signature: _____

Participant's Printed Name: _____

Parent or Legal Guardian Signature: _____

Printed Name of Parent/Guardian: _____

Date: _____



El Paso Cares Corporation Medical Release Form

In the event that emergency medical aid/treatment is required due to illness of injury during the process of receiving services or while being on the property of the agency, I authorize Carlos Fernandez & El Paso Cares Corporation and/or agents acting on its behalf to:

- 1) Secure and retain medical treatment and transportation if needed.
- 2) Release participant or volunteer records upon request to authorized individual or agency in the medical emergency treatment.

Name: _____

DOB: _____

Address: _____

Phone: _____ (cell) _____

(home) _____ (work) _____

Physician's name: _____

Preferred Medical Facility: _____

Name of Insurance and ID#: _____

Allergies to medications:

Food Allergies: _____

Current medications:

In the event of an emergency, contact:

Name: _____

Relationship: _____ Cell: _____

Other: _____

Consent Plan This authorization includes x-rays, surgery, hospitalization, medication, and any treatment procedure deemed "life-saving" by physician. This provision will only be invoked if the person below is unable to be reached.

Date: _____

Consent Signature: _____

Consent Print: _____



Photo Release:

CHECK ONE (I Consent to and authorize) (I do not consent to nor authorize) the use and reproduction by El Paso Cares Corporation of any and all photographs and any other audio visual materials take for me for promotional material, educational activities, exhibitions of for any other use for the benefit of the program.

Confidentiality Agreement:

1. All written and oral information and materials disclosed from and about the participant shall be kept private and will only be accessible to employees of El Paso Cares Corporation.
2. The staff and other clientele from El Paso Ranch and El Paso Cares Corporation may be on the premises and you may come into contact with them before, after, and during sessions.

I understand the above confidentiality information and do not object to the terms as stated.

Signature: _____ Date: _____

Print Name: _____