



Rusty Halo Foundation
Rusty Halo Therapeutic Ranch
Equine Assisted Therapy/Learning

Waiver/Release Form & Informed Consent

Client Name: _____ Date of Birth: _____ Age: _____

Parent/Guardian's Name (if under 18) _____ Relation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell: _____ Work Phone: _____

Email: _____

Emergency Contact: _____

Relation: _____ Phone: _____

Alternate Emergency Contact: _____

Relation: _____ Phone: _____

Photo Release (Check one) I DO _____ DO NOT _____ consent to and authorize the use and reproduction by Rusty Halo of any and all photographs and any other audio/visual materials taken for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program.

Cancellation Policy I understand that my appointment time is being held for me each week. If I do not cancel within 7 days hours of my scheduled appointment, Rusty Halo has the right to bill me for the appointment.

Minor Children I understand that I am responsible for my minor child when on the property of John Pereira Boarding Stables. I am responsible to watch my child(ren) at all times. I will be respectful of the boarders at Pereira Boarding and for their and my/my child's safety, I will not let my child run, scream, walk up to or pet horses without permission, or go into any prohibited area.

Acknowledged:

_____ Date: _____



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

SIGNATURE CLIENT or PARENT/ GUARDIAN (IF UNDER 18)

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND/OR MINOR) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE INSTRUCTOR, RUSTY HALO, PEREIRA BOARDING, ITS OWNERS, VOLUNTEERS AND AGENTS (“THE RELEASEES”). I, _____ (and minor _____) (hereinafter the “Undersigned”) reside at (Street Address) _____,

_____ , in (City) _____, (State, Zip) _____. In consideration for allowing me (or minor) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED:

1. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance. I voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Releases. I acknowledge that a horse or pony may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

2. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Releasees for any loss, damage, injury (including death) or cost to me or the minor arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Releasees. I release the Releasees from any claim that such Releasees were negligent in connection with my or the minor’s riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by the Releasees or being on the premises of the Stable, which resulted in loss, damage, injury or death.

3. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by me or my child's own negligence. I agree to abide by and follow any instructions given or rules established by the Releasees or any of its employees, guides or wranglers with regard to me or the minor's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

4. Agrees that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set for the herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

5. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

6. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Pereira Boarding or Rusty Halo, or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator(s), and for good cause shown. Each deposition shall be limited to a maximum of six hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR THE MINOR'S SAFETY.

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

I have read this document. I understand it is a promise not to sue and to release and indemnify the Instructor, Rusty Halo, Zenerosity, Pereira, its owners, employees, volunteers and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of the horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Date: _____

SIGNATURE (or PARENT/GUARDIAN IF UNDER 18)

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Steph Peek, Associate Clinical Social Worker (ASW) (weirdly, the BBS uses ASW for your initials) (add your ASW # here or somewhere on this doc currently working under the Supervision of Rachel Michaelsen, Licensed Clinical Social Worker (LCSW) LCS16861, and may be required to report information to Rachel as a supervisor. Rachel is bound by the same confidentiality as Steph and will meeting all requirements as stated below.

WHEN DISCLOSURE IS REQUIRED BY LAW: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to Steph Peek that the client presents a danger to others.

WHEN DISCLOSURE MAY BE REQUIRED: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Steph Peek, ASW. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Steph Peek, ASW, will use her clinical judgment when revealing such information. Steph Peek, ASW, will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment. How does this address foster kids - ROI

EMERGENCIES: If there is an emergency during our work together, or in the future after termination where Steph Peek, ASW, becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

proper medical care. For this purpose, she may also contact the person whose name you have provided as the emergency contact.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Steph Peek, ASW, only the minimum necessary information will be communicated to the carrier. Steph Peek, has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on Steph Peek, to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. Consultation: Steph Peek, ASW, consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E-MAILS, CELL PHONES, AND COMPUTERS: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Steph Peek's e-mails are not regularly encrypted but can be if the patient requires it. Steph Peek's computers are equipped with a firewall, virus protection and a password. Please notify Steph Peek, if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail or cell-phone. Please do not use email for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Steph Peek's profession require that she keeps appropriate treatment records for at least 7 years. If you have concerns regarding the treatment records please discuss them with Steph Peek, ASW. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Steph Peek assesses that releasing such information might be harmful in any way. In such a case Steph Peek, will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

appropriate, upon your written and/or legal request, Steph Peek, will release information to any agency/person you specify unless Steph Peek assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, all parties must authorize such a release involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Steph Peek between sessions, please leave a message on the answering service (510) 671-0607 and your call will be returned as soon as possible or text (925) 382-0470. Steph Peek checks her messages a few times during the daytime only, unless she is out of town which may be less frequent. If a psychiatric emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call your local emergency or dial 988. Please do not use email for emergencies. Steph Peek does not always check her texts or email daily. The nature of equine therapy requires the use of horses and there may be times when emergencies arise or the need to take care of horses may take time away from Steph's ability to return phone calls or texts.

PAYMENTS & INSURANCE REIMBURSEMENT: For sessions, clients are expected to pay the standard fee of set by Steph per 50 minute session at the end of each session or at the end of the month unless other arrangements with insurance companies have been made. In addition, telephone conversations over ___ minutes, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. The fee for Equine therapy is (highest rate) for a 50 minute sessions, unless otherwise agreed upon. The fee for Telehealth sessions (video or telephone) is ____ for 50 minutes unless otherwise agreed upon. Please notify Steph Peek, if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Upon request, Steph Peek will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section Health Insurance & confidentiality of records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Steph Peek can use legal or other means (courts, collection agencies, etc.) to obtain payment.

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Steph Peek, and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Contra Costa County, CA in accordance

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Steph Peek, ACSW, can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Steph Peek, ACSW, will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Steph Peek, may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Steph Peek, is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic, interpersonal, energy psychology, somatic, horse therapy or psycho-educational. Steph Peek, provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice. Steph Peek, ASW currently works under the supervision of Rachel Michaelsen, LCSW and will be consulting with Rachel on proper use of intended interventions.

DISCUSSION OF TREATMENT PLAN: Within a reasonable period of time after the initiation of treatment, Steph Peek, ASW, will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Steph Peek's expertise in employing them, or about the treatment plan, please ask

RUSTY HALO

FOUNDATION ★ EST. 2015



Rusty Halo Foundation

Rusty Halo Therapeutic Ranch

Equine Assisted Therapy/Learning

and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Steph Peek does not provide, she has an ethical obligation to assist you in obtaining those treatments from another referral. Steph Peek is supervised by Rachel Michaelsen, LCSW and will be consulting with Rachel regarding client's treatment planning.

TERMINATION: As set forth above, after the first couple of meetings, Steph Peek, ACSW, will assess if she can be of benefit to you. Steph Peek, does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals who you can contact. If at any point during psychotherapy Steph Peek assesses that she is not effective in helping you reach the therapeutic goals, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Steph Peek, will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Steph Peek, will assist you in finding someone qualified, and if she has your written consent, she will provide them with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Steph Peek will offer to provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Steph Peek's objectivity, clinical judgment or can be exploitative in nature. Steph Peek, ASW, will assess carefully before entering into dual relationships with clients. Consequently, you may bump into someone you know in the waiting room or into Steph Peek out in the community. Steph will never acknowledge working with anyone without their written permission. Many clients choose Steph Peek as their therapist because they knew her before they entered into therapy with her and/or are personally aware of her professional work and achievements.??? Nevertheless, Steph Peek will discuss with you, her client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to Steph Peek if the dual or multiple relationship becomes uncomfortable for you in any way. Steph Peek will always listen carefully and respond according to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

Need to add release for telehealth

RUSTY HALO

FOUNDATION ★ EST. 2015