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# HOOVES FOR HOPE: EQUINE ASSISTED PSYCHOTHERAPY AS A MODALITY FOR SOCIAL AND EMOTIONAL LEARNING IN AT-RISK YOUTH

By

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#### HOOVES FOR HOPE: EQUINE ASSISTED PSYCHOTHERAPY AS A MODALITY FOR SOCIAL AND EMOTIONAL LEARNING IN AT-RISK YOUTH

By

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Submitted to the Faculty of the Graduate School of Eastern Kentucky University in partial fulfillment of the requirements for the degree of DOCTOR OF PSYCHOLOGY 2023

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#### Abstract

The purpose of this paper is to educate its readers on the utility of Equine Assisted Psychotherapy; an emerging modality of mental health treatment and to introduce a new program model for utilization of this treatment with at-risk youth. This paper is particularly focused on the use of this modality to facilitate social and emotional learning in at-risk youth. It begins by establishing the reasons that mental health providers, and American citizens on the whole, should be concerned with at-risk youth as well as defining what this term "at-risk youth" means within the context of this paper. In order to fully establish this concept the author provides several conceptualizations for understanding at-risk youth, including a statement on the impact of the Covid-19 pandemic and an explanation of the necessity for social and emotional learning within this population. It then transitions into explaining and defining Equine Assisted Therapies broadly; examining the history of this field and moving towards a better understanding of how Equine Assisted Psychotherapy can be used to teach social and emotional learning. This can be done through targeting four key areas of deficit found within at-risk youth: 1) building selfesteem, 2) developing empathy and trust, 3) teaching emotional control and distress tolerance through mindfulness, and 4) learning how to be a friend and have a friend through the humananimal bond. Finally, a model program design including eight sessions of Equine Assisted Therapy is presented as a template for use by future providers.

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#### I. Introduction

#### Why We Should be Concerned with at-Risk Youth?

At risk youth, by nature of who they are, may often be brushed past or ignored by society in favor of children seen to have greater potential or fewer issues. However, according to McWhirter and colleagues in their book "At-Risk Youth: A comprehensive Response for Counselors, Teachers, Psychologists, and Human Service Professionals" The scope of the problem is enormous. They explain that there are so many children who can be considered at risk, that is would be reasonable to extend this to say that "society itself is at risk" particularly, when you consider that children are the future of our society (McWhirter et. al., 2016).

As of 2013 in the United States there were over 16 million children living in poverty, there are now 11.6 million children living in poverty as of 2020. (McWhirter et. al., 2016; Jaggers, et. al., 2016; Baldari, C., 2022). During the 2020 census it was found that 16.1 percent of children were living in poverty, with 7.6 percent living in extreme poverty, and 35.8 percent in low income households (Baldari, C., 2022). Food insecurity is also rampant, with 2.9 million households with children not having regular, predictable access to food (Baldari, C., 2022). Children in minority populations are at an increased risk of this with 9.9% of white children living in poverty, compared to 27.7% of African American children, and 23.1% of Latino children (Baldari, C., 2022).

Neglect and abuse account for a large portion of at-risk youth, with 375,000 involved in the foster care system in 2013 (McWhirter et. al., 2016). Truancy and school dropouts are also a risk factor with 9% of adolescents aged 16-19 being truant or not-enrolled in school in 2013 (McWhirter et. al., 2016; Jaggers et. al. 2016). Childhood involvement in gangs in 2011 was at a rate of 18%, with 23% of students reporting the presence of ganging in their school in 2007

(McWhirter et. al., 2016). Additionally, the presence of drugs and illicit substances in schools is rampant, with nearly 1 in 5 students reporting being offered illegal drugs on school campuses (McWhirter et. al., 2016). Romantic dating violence is a prominent risk factor in youth. According to the CDC, 10.3% of high school students who are currently involved in a romantic relationship or have been involved in one previously reported having been "hit, slammed into something, or injured with an object or weapon on purpose". This risk is elevated for females, the rates for whom are 13% (McWhirter et. al., 2016). Suicide is more common in at risk youth high school populations, with 17% seriously considering suicide, and 8% of students attempting suicide in 2013 (McWhirter et. al., 2016). Additionally, children and adolescents involved in government systems such as the child welfare system, special education system, and juvenile justice system are more likely to face challenges during their transition to adulthood (Berzin S. C., 2010).

All of this data paints a viscerally painful picture of the status of the American youth and demonstrates why we should care about this population. While it may be tempting to take the mindset that because this does not affect you as an individual, the reality is that these children will carry the future of our nation, and if they are not properly equipped for a successful transition into adulthood, it is at the detriment of us all.

#### II. Literature Review

#### **Defining At Risk Youth**

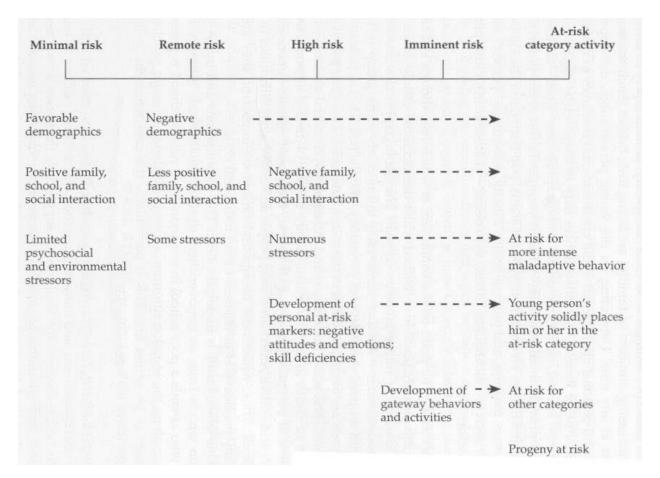
There is a lack of consensus in the literature and across professions regarding the term "at risk". According to McWhirter et. al. (2016) mental health professionals refer to individuals with emotional and adjustment problems as "at-risk" (McWhirter et. al., 2016). Teachers and individuals in the educational system are more likely to describe students who may drop-out, are not adequately performing academically, or do not have the skills for a successful transition into adulthood as at risk (McWhirter et. al., 2016; Jaggers, et. al. 2016). Professional in the medical field may call patients with health problems at risk (McWhirter et. al., 2016). Finally, the world of business and economics refer to those without the "requisite literacy and numeracy skills" as at risk (McWhirter et. al., 2016). The final definition McWhirter and colleagues settles on is comprehensive, acknowledging several of the aspects considered across these various professions. It says "At risk denotes a set of presumed cause–effect dynamics that place an individual child or adolescent in danger of future negative outcomes. At risk designates a situation that is not necessarily current (although we sometimes use the term in that sense too) but that can be anticipated in the absence of intervention." (McWhirter et. al., 2016). It is a complicated combination of risk factors which may be a result of familial or situational factors over which the child has little control, to engaging in risky behaviors and decisions which can all be predictive of a child's individual level of risk (McWhirter et. al., 2016, Berzin S. C., 2010).

#### Risk on a Continuum

Risk can be placed on a continuum. Risk is not discrete, meaning it is not simply present or absent, it falls on a continuum ranging from minimal risk to at-risk based on a combination of

various risk and protective factors (McWhirter et. al., 2016). A diagram of this continuum can be seen below in figure 1.1.

Figure 1.1



A child in the minimal risk category could be characterized as having favorable demographics relating to their race, socioeconomic status, physical health, mental health, and life stressors (McWhirter et. al., 2016). This child would be more likely to have a supportive, loving family unit with minimal chaos in the home (McWhirter et. al., 2016). Additionally, they may make adequate to good grades in school and have positive interactions with teachers (McWhirter et. al., 2016). A child in the minimal risk category would have a healthy social environment with

positive peer influences and interactions (McWhirter et. al., 2016). Finally, this child has very few to no psychosocial and environmental stressors which may take away from a healthy childhood experience (McWhirter et. al., 2016)

The next category of risk is called remote risk. This place on the continuum may be appropriate when there are indicators of future challenges (McWhirter et. al., 2016). A child classified as remote risk may have demographics, such as low socioeconomic status, be a part of a minority population traditionally oppressed by the majority culture, lack of access to good education, be a product of teen pregnancy, exposure to or participation in violence (McWhirter et. al., 2016). Additionally, these children may have chaotic or unstable households, they may struggle academically or have poor interactions with teachers, and may lack positive social interactions or positive peer influences (McWhirter et. al., 2016). Finally, individuals in the remote risk category may experience psychosocial or environmental stressors such as racism, marginalization, or natural disasters (McWhirter et. al., 2016).

The next point along the progression of the risk continuum is called high risk (McWhirter et. al., 2016). Individuals in this category are extremely likely to have poor family experiences such as a chaotic home, domestic violence, and instability (McWhirter et. al., 2016). They are unlikely to have positive academic experiences and unlikely to have a healthy social system of positive peer influences (McWhirter et. al., 2016). They are likely to have demographics such as low socioeconomic status, or be a part of a marginalized population, and may have additional psychosocial and environmental stressors (McWhirter et. al., 2016). However, the key difference between individual in the remote risk category and the high-risk category is psychological and behavioral (McWhirter et. al., 2016). An individual in the high-risk category will have "negative attitudes, emotions, and behaviors" (McWhirter et. al., 2016). This negative psychology may be

demonstrated by a child engaging in violence, and conduct related problems, being impulsive, having mood or anxiety disorders, or lacking emotional regulation skills, and finally lacking social skills (McWhirter et. al., 2016). These psychological, behavioral, and social problems may demonstrate an internalization of the already present environmental risk factors which a child is under (McWhirter et. al., 2016). In this way risk factors compound so that environmental stressors negatively impact the child and the child's own response negatively impacts their environment creating a dynamic pathway between the two (McWhirter et. al., 2016).

Next on the continuum is imminent risk (McWhirter et. al., 2016). Here a child possesses all the risk factors listed in the previous categories such as negative demographics, poor familial relationship and support, negative school experiences, poor peer influences and/or interactions, and having psychosocial or environmental stressors (McWhirter et. al., 2016). This child has also begun to demonstrate some of the psychological and behavioral risk factors list above such as fighting, depression, anxiety, lacking emotional regulation, or poor social skills (McWhirter et. al., 2016). The tipping point at which a child can be placed in the imminent risk category is when they begin to engage in "gateway behaviors" (McWhirter et. al., 2016). The term "gateway drug" may come to mind in this category as use of substances such as alcohol, cigarettes, or marijuana could lead to the use of harder drugs (McWhirter et. al., 2016). Gateway behaviors can be defined as a precursor to more severe acting out behaviors (McWhirter et. al., 2016). For example, skipping school could lead to school drop-out or truancy.

The final category on this continuum is the at-risk category (McWhirter et. al., 2016). Here an individual has progressed to engaging in behaviors which designate them as at-risk. The irony of the title is that they have progressed from simply being "at-risk" to actually engaging in risky behaviors. These may include juvenile delinquency, truancy or school drop-out, or regular

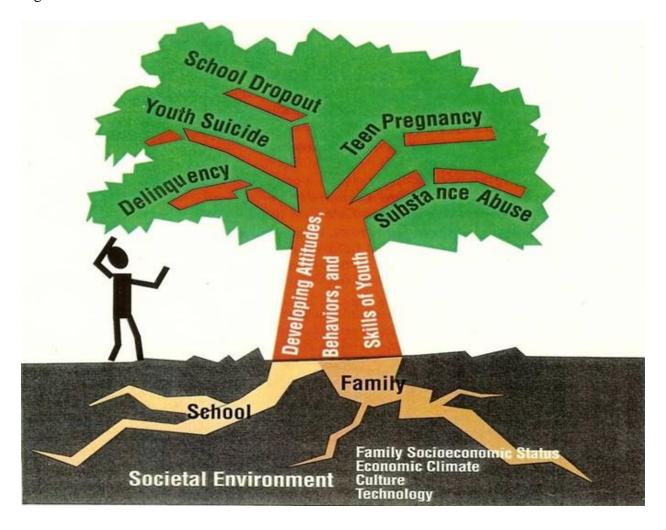
drug use (McWhirter et. al., 2016). While they are children, under 18, these behaviors may have few to minimal consequences, however if they become more severe or progress into adulthood the consequences can be severe.

#### The Metaphor of a Tree

The illustration below (figure 1.2) further demonstrates how each of these factors works together through the metaphor of a tree. In this metaphor the "soil" represents environmental factors such as socioeconomic status, political and economic factors, and being a member of a historically oppressed minority population, or of a population of privilege (McWhirter et. al., 2016). The "roots" represent social factors such as family, academic experiences, and friends or peer influences (McWhirter et. al., 2016). Similar to how the roots of a tree soak up nutrients available to them and anchor the tree in the ground, a family, school, and social environment act in a similar way providing a child with nourishment physically, mentally, and emotionally while anchoring the child in society (McWhirter et. al., 2016). The trunk of the tree acts as the "backbone" or support of its life which enable it to hold up its branches and leaves (McWhirter et. al., 2016). This represents the individual's characteristics such as personality traits, or strengths and weaknesses, skills, talents, or disabilities which may act as protective factors or may lead directly to engaging in at-risk behaviors (McWhirter et. al., 2016). The branches of a tree represent actual behaviors a child engages in or how a child adapts to society and the world around them (McWhirter et. al., 2016). There are five branches which should be of central concern as they are the most predictive of poor life outcomes. These branches are school dropout, substance abuse, risky sexual behaviors, delinquency and violence (McWhirter et. al., 2016). The fruits of a tree represent individual children. Some are healthy juicy and colorful,

while others may be rotten, sour, or bruised (McWhirter et. al., 2016). While even a healthy tree with good soil, deep roots, a solid trunk, and sturdy branches can still produce unhealthy fruit, it is much more likely for unhealthy fruit to be found on an unhealthy tree (McWhirter et. al., 2016). The final piece of the metaphor of the tree is the gardener which represents mental health professionals who can help improve the health of various parts of the tree, whether that be the trunk, roots, soil, or branches in order to increase the likelihood that healthy fruit will be produced (McWhirter et. al., 2016)

Figure 1.2



#### The Ecological Model

The Ecological Model is a more formal way of understanding the development of at-risk youth compared to the metaphor of the tree discussed above. It was originally developed by Bronfenbrenner in 1989 and proposes that child development does not occur in a vacuum, but within several interwoven ecosystems of which the child is a part (McWhirter et. al., 2016; Farineau, H.M. 2016). The Ecological Model posits that children develop within 5 interconnected systems which may work in tandem and can impact one another in a reciprocal fashion (McWhirter et. al., 2016). These 5 systems are the microsystem, mesosystem, macrosystem, and chronosystem with the individual residing at the center of these (McWhirter et. al., 2016; Farineau, H.M. 2016).

The microsystem consists of a child's immediate family, foster family, school that they attend, church where they worship or their place of spirituality, and closest friends (McWhirter et. al., 2016; Farineau, H.M. 2016). The individuals who make up a child's microsystem have the most contact with the child and therefore the greatest influence on their beliefs, values, activities they engage in, worldviews, and perspectives.

The mesosystem consists of connections between a child's various microsystems (McWhirter et. al., 2016; Farineau, H.M. 2016). For example, a parent-teacher conference where two aspects of a child's microsystems are interacting would lie within their mesosystem (McWhirter et. al., 2016). A strong protective factor in child development can be developed through close, consistent, and positive connections within the mesosystem between various aspects of their microsystem (McWhirter et. al., 2016; Farineau, H.M. 2016).

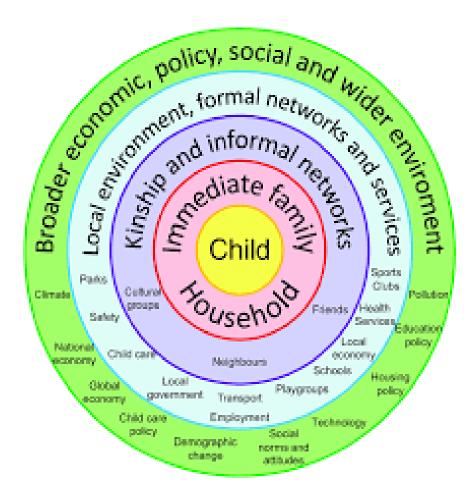
The Exosystem refers to connections across setting which impact the individual, but do not directly involve them (McWhirter et. al., 2016; Farineau, H.M. 2016). For example, a school

board meeting which determines the extracurriculars available to the students would fall within the exosystem. Additionally, a change in a healthcare company's coverage could impact a child, but the child would not be involved in the decision-making process.

The macrosystem represents the society and culture which a child grows up in (McWhirter et. al., 2016; Farineau, H.M. 2016). This involves things such as politics, economics, race relations or demographics, cultural norms, gender-role norms, healthcare, societal values, and expectations (McWhirter et. al., 2016). Each of these societal and cultural norms established in the macrosystem trickles down to impact the preceding systems and gives framework to how they are most likely to form (McWhirter et. al., 2016).

The most outer ring of the ecological model is the chronosystem (McWhirter et. al., 2016; Farineau, H.M. 2016). The chronosystem consists of an individuals experiences over the course of their lifetime (McWhirter et. al., 2016; Farineau, H.M. 2016). This includes the transitions and events which they undergo throughout their lifetime as well as the interactions of individual's across the different levels of the ecosystem (McWhirter et. al., 2016).

Figure 1.3



#### Successfully Transitioning into Adulthood: The need for social and emotional learning

Children who successfully transition into adulthood often possess a set of cognitive, emotional, and social skills which play a large role in their life success (McWhirter et. al., 2016). Gerald, Foo, and Shakespeare-Finch (2009) define emotional competence as a set of skills which enable an individual to adapt and cope with their social environment.. These skills fall into three categories: emotional expression, emotional understanding, and emotional regulation (Gerald, K., Foo, R.Y., & Shakespeare-Finch, J., 2009).

Children and adolescents who face life challenges and obstacles which may qualify them as "at-risk", but who still develop the much needed skills to successfully transition and thrive possess a quality of resiliency which enables them to do so (McWhirter et. al., 2016; Jones, L., 2012). Jones 2012 defines resilience as "the ability to make positive adaptations to life's circumstances despite exposure to severe adversity, and a multitude of risks". Children who are resilient express solvent, productive, and efficacious adaptions to their risk (McWhirter et. al., 2016). An indicator of resilience can be seen through the 5 C's of Competency which can be strongly indicative of whether a child will be able to successfully transition into adulthood (McWhirter et. al., 2016). The 5 C's are: competence, confidence, connection, caring/compassion, and character and Equine Assisted Psychotherapies can assist in developing or strengthening all 5 (McWhirter et. al., 2016).

Research from Jessor (2014) states that problematic social skills or socially deviant behaviors are learned from negative social experiences or poor social modelling (McWhirter et. al., 2016, Jessor, 2014). Thankfully though if these poor social skills can be learned then they can also be unlearned through teaching life and social skills through various mediums (McWhirter et. al., 2016). One modality in particular which has seen success teaching these skills is the life skills/ social skills model (McWhirter et. al., 2016). Within this model each skill is taught using a five-step model first is instruction which involves teaching the rationale behind the skill (McWhirter et. al., 2016). Next, is modelling or demonstrating the skill visually for participants to see, followed by role-playing and practicing this behavior among participants (McWhirter et. al., 2016). During and immediately following practice the instructor should provide feedback with an emphasis on reinforcing positive experiences, and finally instructors

should assign homework for participants to continue practicing this skill in their lives (McWhirter et. al., 2016).

At-risk youth often display a deficit in self-efficacy, negative self-concept, and low self-esteem (McWhirter et. al., 2016). These children often have several cognitive biases within their cognitive schema which influence how they perceive themselves, others, and the world around them and cause them to cognitively distort their interactions with various situations and interpersonal interactions (McWhirter et. al., 2016). Based on Aaron Beck's cognitive model this causes them to act in ways which may be maladaptive or inappropriate for the situation at hand.

Seligman and associates developed the concepts of learned helplessness and the opposite, learned optimism (Seligman, M., 1990, 1993, 1994, 1995, Seligman, et. al., 1999). He and his associates found that through cognitive-behavioral modalities children could be prevented from developing learned helpfulness, a major predictive factor for depression, and could learn optimism instead (Seligman, M., 1990, 1993, 1994, 1995, Seligman, et. al., 1999, McWhirter et. al., 2016). This model is called the Penn Prevention Program and has two key elements. First is social problem solving and second is cognitive behavioral interventions (Seligman, Et. Al., 1995). The first element addressing social skills and problem-solving aims at addressing the interpersonal and conduct-related behavioral problems common to children with depression or emotional challenges. This component focusses on instructing children to think about their goals and values before acting. Here they are showed how to weigh pros and cons of various solutions to problems and think through the potential consequences of various actions they may take (Seligman, Et. Al., 1995, McWhirter et. al., 2016). In the second component of the Penn Prevention Program children are taught in a similar manner to traditional Cognitive Behavioral

Therapy to identify negative cognitive distortions and challenge these distorted thoughts through Socratic questioning and examining the evidence for and against their thoughts (Seligman, Et. Al., 1995, McWhirter et. al., 2016). Through this, individuals learn how to replace their negative or pessimistic cognitive distortions with more positive thoughts which may be more reflective of reality (Seligman, Et. Al., 1995, McWhirter et. al., 2016). Within this cognitive behavioral intervention participants are also taught behavioral strategies for improving their assertiveness skills, ability to negotiate with others, and mindfulness and relaxation strategies (Seligman, Et. Al., 1995, McWhirter et. al., 2016).

A major component for a healthy lifestyle, successful transition into adulthood, and social and emotional skills stems from a child's ability to connect with others and have a sense of connectedness or emotional closeness to other individuals (Leiberman, 2013; Smith & Sandhu, 2004; Townsend & McWhirter, 2005; McWhirter et. al., 2016). Having the skills in intrapersonal awareness and interpersonal skills are imperative to be able to have positive social interactions and decrease the likelihood of a child experiencing social rejection and isolation (McWhirter et. al., 2016). A sense of connectedness fueled by positive adult feedback and peer acceptance is imperative for ongoing consistent life happiness (Townsend & McWhirter, 2005).

#### The Impact of the Covid-19 Pandemic

As recently as the last 2 years there has been a substantial environmental stressor which has been placed on children and adolescents and to fail to mention the Covid-19 pandemic would make light of the tremendous impact it has had on children and their families. According to a recent article from Janssens et. al (2021) the pandemic has "profoundly" impacted the daily lives

of adolescents and their families. Since the lockdown measures there has been research demonstrating an increase in irritability, stress, loneliness, and family conflict (Janssens, et. al., 2021). Because teen years are key to developing independence, self-exploration, and a transition from primary engaging with family to primarily engaging socially with friends or dating relationships, the lockdown has had a dramatic impact on adolescents (Janssens, et. al., 2021). It is possible that because the lockdown has severely limited their social engagements and forced increased family contact that their social and psychological development has been impaired or their needs have failed to be met (Andrews et al., 2020; Grusec & Davidov, 2021; Orben et al., 2020; Steinberg & Morris, 2001).

In addition to social and psychological development suffering, research also suggests that adolescents are at increased risk for mental health challenges compared to adults during the pandemic (Magson et al., 2021). According to a review done by Samji and colleagues (2021) depressive and anxious symptoms have increased during the pandemic (Samji, H., et al. 2021). When the impact of the Covid-19 Pandemic is considered in combination with risk factors which were present prior to the pandemic, and the economic devastation which is has produced it is, impossible not to draw the conclusion that this only confounds the already overwhelming state of at-risk youth in the United States.

#### **Defining Equine Assisted Therapies**

#### **Brief History of Equine Assisted Therapies**

Equine Assisted therapies and interventions were initially established for the treatment of developmental and physical disabilities and only recently have expanded their utility to include

the treatment of mental illness (Masini, A., 2010). The first formal organization to explore using equines in the treatment of physical disabilities was the North American Riding for the Handicapped Association, which began in 1969 (NARHA, 2010; Masini, A., 2010). It was not until 1996 that the Equine Assisted Growth and Learning Association (EAGALA) was founded, focusing on the mental and emotional improvements which work with horses could provide (EAGALA Inc., 2004; Masini, A., 2010). In 1999, at the official founding of EAGALA it was stated that horses provide "a powerful and effective approach to helping people, whether child, adolescent or adult... in the mental health arenas" (EAGALA Inc., 2004; Masini, A., 2010).

#### **Defining the Terminology**

Because the practice of using horses as a modality of treatment is relatively new there is a tremendous amount of variation regarding the terminology used by practitioners, researchers, and equine professionals alike (Burgon, H.L., 2014). The practice of utilizing horses in conjunction with trained or certified professionals for the treatment of mental illness can be referred to as Equine-Assisted Psychotherapy (EAP), Equine-Assisted Therapy (EAT), Equine-Assisted Learning (EAL), Equine-Assisted Activities (EAA), Equine-Assisted Counseling (EAC), or Equine-Facilitated Mental Health (EFMH) (Burgon, H.L., 2014). These terms have alternative variations which may employ the word "facilitated" in place of "assisted" (Halberg, 2008; Burgon, H.L. 2014). Additionally, the term "therapeutic horsemanship" (TH) could be used as an overarching all-encompassing term to refer to each of the above listed modalities (Burgon, H.L., 2014). One key difference between EAP and Therapeutic Horsemanship (TH) is that EAP rarely allows participants to actually ride the horses (Burgon, H.L., 2014). EAP focuses instead on "groundwork" or exercises in which both the horse and human participant are located

on the ground (Burgon, H.L., 2014). Through these ground activities individuals can develop skills, self-awareness, self-confidence, and insights into their own patterns of behavior or thinking (Burgon, H.L., 2014). In contrast, TH is more likely to allow participants to engage in riding activities as well as other equine care such as grooming (Burgon, H.L., 2014).

Modalities which more broadly employ the use of animals in treatment, not necessarily or specifically horses may be referred to at animal-assisted therapies (AAT) (Burgon, H.L., 2014). Due to the broad variation and lack of consistency in terms across providers and professionals within this field some organizations have emerged and have sought to streamline terminology to reduce variation and confusion (Burgon, H.L., 2014). Some of these organizations are the Professional Association of Therapeutic Horsemanship International, more commonly and casually referred to as PATH Intl. The other leading organization within the field of therapeutic horsemanship is the Equine-Assisted Growth and Learning Association, commonly shortened to EAGALA (Burgon, H.L., 2014).

One commonality between these organizations is the way they use a team-based approach for the facilitators of equine-assisted psychotherapies (Burgon, H.L., 2014). The facilitating team is required to have one trained and licensed mental health professional such as a social worker, psychologist, or professional counselor (Burgon, H.L., 2014). The role of this person is to take the lead on mental health understanding, knowledge, and practice (Burgon, H.L., 2014). The other member of this team is the equine professional, the role of whom is to ensure a safe and healthy environment for both participants and the horses (Burgon, H.L., 2014). For best practice it is encouraged that both facilitators have a general knowledge of and experience with working with horses (Burgon, H.L., 2014).

#### What is Equine Assisted Psychotherapy

According to Dr. Angela Masini in her paper "Equine Assisted Psychotherapy in Clinical Practice, Equine Assisted Psychotherapy " (EAP) is not a modality of treatment which can stand alone. Instead it is a tool which can be used in combination with the primary theoretical orientation of the mental health provider (Masini, A., 2010). The horse is to be used as an integral and experiential part of the treatment modality (Masini, A., 2010). The experiential part of treatment can be exceptionally useful when working with adolescents, as it allows individuals to learn through their interactions with a less intimidating, non-human creature (Masini, A., 2010). While there are many animals such as dogs or cats which may seem equally well suited for this duty, horses are unique due to their size, strength, herd mentality, and responsiveness to human emotion and behavior (Masini, A., 2010).

Equine Assisted Psychotherapy can be performed within a group therapy setting or individual therapy sessions, as well as with family therapies (Masini, A., 2010). The horse can be utilized in several different ways. In an individual therapy session setting the horse can be used as an icebreaker for clients who are shy or reluctant to open up (Masini, A., 2010). This may be performed through the client and therapist co-grooming the horse together, giving the client an activity as their therapist asks questions or leads conversation (Masini, A., 2010). The horse can also act as a "safe object for projection of uncomfortable feelings" according to Dr. Masini. Projection of uncomfortable feelings may present as a client entering session and stating "the horse appears to be really nervous today", a statement which the clinician can explore with the client (Masini, A., 2010). In group settings it is more likely that there will be a structured activity aimed at practicing or teaching a skill or emotional development followed by clinician facilitated group processing of the participant's experience with the activity (Masini, A., 2010).

#### **Benefits of Utilizing Horses in Treatment**

For many years the benefits of equine assisted therapies were recorded nearly exclusively through subjective client statements of their experiences and through clinician observation of their client's improvements. However, more recent research has come out in support of this modality of treatment. Utilizing equines in treatment can provide many unique benefits. One example when problems arise in session with the horse and immediate solutions are required, therefore teaching in-the-moment problem solving skills (Lancia, J., 2008; Masini, A., 2010). Additionally, being in nature and with a horse is known to evoke a sense of well-being, a present moment focus, and decreasing of tunnel vision (Lancia, J., 2008; Masini, A., 2010). Tyler (1994) speaks to the use of equine-assisted treatments with adolescents, stating that it is especially effective with individuals who are resistant to traditional therapeutic practice and may display acting out behaviors (Tyler, J.J., 2008; Masini, A., 2010). A research article by Ewing and associates found that EAP improved self-care, attitudes to become more positive, increased openness, and social skills (Ewing, et. al. 2007).

#### **Effectiveness of Equine Assisted Psychotherapy**

#### **Building Self Esteem and Self-Reliance**

As we established in the above section at-risk are less likely to have positive emotional experiences, particularly with authority figures such as parents or caregivers (McWhirter et. al., 2016). These negative experiences can increase the likelihood that a child will eventually engage in risky behaviors such as fighting, breaking the law, risky sexual behaviors, or self-harm and suicidal behaviors (McWhirter et. al., 2016). However, not all children and adolescents with adverse life experiences engage in risky behaviors down the road.

Some are able to overcome this adversity and successfully transition into adulthood through their resilience (Burgon, H.L., 2014; McWhirter et. al., 2016). According to Masten, Best and Garmezy (1990) resilience can be defined as: "The process of, capacity for, or outcome of successful adaption despite challenging or threatening circumstances". (Burgon, H.L., 2014; Masten, Best & Garmezy, 1990. p.426). One study on resilience found that some indicators of resilience are traits such as self-confidence, self-esteem, self-efficacy, mastery, and "acts of helpfulness", empathy, and openness to "positive opportunities" (Burgon, H.L., 2014, Howard, Dryden & Johnson, 1999).

Sempik, Aldridge and Becker (2005) defined self-esteem as: "a general feeling of self-worth or self-value, while self-confidence is the feeling that an individual is likely to succeed in a task and has few hesitations or reservations about attempting it." Additionally, Alfred Bandura in 1982 defined self-efficacy as "having a sense of power and control over one's actions and future".

For at-risk youth with adverse childhood experiences the development of these traits may have been impaired in their development through negative experiential learning. If these traits can be learned in a maladaptive way, however, then they can also be unlearned and replaced with the learning of more adaptive traits (Burgon, H.L., 2014; McWhirter et. al., 2016). According to Dr. Burgon and her work with at-risk youth and equine therapies, children often feel unsure and insecure when initially beginning to work with horses and therefore exhibit a lack of selfconfidence around these large animals (Burgon, H.L., 2014). Children may therefore be socially withdrawn, shy, and struggle to engage with the horses at the outset of treatment (Burgon, H.L., 2014). However, Dr. Burgon goes on to say that "as they got to know and, correspondingly, trust and feel safe with the horses, they started to gain confidence.". This growing self-confidence participants displayed as they worked with the horse translated to their interactions with the facilitators (Burgon, H.L., 2014). The more confident the youths became with the horses, the more they interacted positively with the instructors. This was demonstrated through an increased willingness to ask questions and ask for help on difficult tasks instead of immediately becoming frustrated and giving up (Burgon, H.L., 2014). Through accomplishing difficult or challenging tasks children acquired a sense of mastery which as established before, is associated with increases in self-esteem and self-efficacy (Burgon, H.L., 2014).

#### **Developing Empathy and Trust**

Dr. Burgon (2014) states that when young people are working with horses a reciprocal relationship forms between the individual and the horse in which the child establishes a meaningful emotional attachment to the horse and the horse also seems to form an attachment to the child (Burgon, H.L., 2014). Horses has been shown to have a unique responsiveness to

children and teens faced with emotional challenges or distress and exhibit a powerful patience and empathy for these individuals (Isaacson, 2009; Kohanov, 2001, 2005; McCormick & McCormick, 1997; Meinersmann, Bradberry & Bright Roberts, 2008; Yorke, Adams & Coady, 2008). Additionally, children were eventually able to demonstrate empathy toward the horse they were emotionally attached to (Burgon, H.L., 2014). Empathy is a trait which has been shown to be connected to healthy parental attachment, therefore at-risk youth who have lacked healthy attachments with parental and authority figures are unlikely to have adequately developed this skill (Burgon, H.L., 2014; De Paul & Guibert, 2008). Dr. Burgon (2014) states that she has seen in her work that children often display attachment to horses and are frequently drawn to horses which they feel "needed them on some level". This materialized for some as a way in which participants could express kindness, affection, and caretaking of the horse (Burgon, H.L., 2014). Other participants connected with a horse based on recognizing aspects of themselves in the horse such as their personality, or personal historical background (Burgon, H.L., 2014).

In the author's work, I have seen children who were emotionally or physically maltreated or abused gravitate towards a horse who was also abused or abandoned by its caregivers, even though the child did not actually know the background of the horse at the time (Dunlap, Cagle, and Parker, 2018). Additionally, there appears to be a gendered factor present where males who were unlikely to express empathy or positive emotions towards humans were able to do so with horses and even became protective of their hoses care and wellbeing (Burgon, H.L., 2014; Dunlap, Cagle, and Parker, 2018). It has been posited that animals are especially well-suited for at-risk youth as they are able to "uniquely fill a combination of emotional needs, sometimes substituting for an absence of human attachment" attachment (Tedeschi, Fitchett & Molidor, 2005. p.65).

#### **Calming the Chaotic Mind: Mindfulness Practice**

Mindfulness principles and practices encourage its participants to become more present focused and develop awareness of their body, thoughts, feelings, and behaviors. Within the practice of Equine Assisted Psychotherapy adolescents through their interactions with the horse are forced to develop a broadened awareness of their body language and process what message they are physically expressing to the horse, additionally they must also focus on presenting as relaxed and focused in order to command the attention of the horse. Modern mindfulness practices in the United States are rooted in traditional Buddhist principles and according to Dr. Burgon (2014) it can be defined as "the practice of relaxed concentration in the present moment, as opposed to ruminating on past event or being preoccupied with the future (Biegel et al., 2009; Brown & Ryan, 2003; Moss, Waugh & Barnes, 2008; Burgon, H.L., 2014). According to Halliwell (2010) Mindfulness can be defines as observing "what is happening right now, in our bodies, minds, and the world around us" (Halliwell, 2010: 16; Burgon, H.L., 2014).

Horses are prey animals which live in herds for protection (Burgon, H.L., 2014). Thousands of years of evolutionary adaption have made horses highly attentive to forms of communication such as body language and physiology (Burgon, H.L., 2014). This evolutionary adaption makes them wonderful creatures for teaching mindfulness as they receive instructional cues from the body language and physiology of their rider or handler which requires the handler to be present in the current moment and possess a relaxed concentration with awareness of their body language (Burgon, H.L., 2014). If the handler or rider slips up and is not presently focused then the horse will become fearful of the situation and take back control which can be dangerous and cause the horse to bolt, rear up, or begin bucking (Burgon, H.L., 2014).

Since "mindfulness" has been defined we can plausibly assume that the opposite of mindfulness would be carelessness, hurrying through social engagements or various tasks, lacking acknowledgement of how their behaviors impact those around them, and finally a mental focus on the past or future, lacking the present moment (Germer, 2005; Burgon, H.L., 2014). As was established in previous sections on defining at-risk youth many of the above traits may be characteristic of at-risk youth but are maladaptive for their mental and emotional wellbeing.

#### Equine-human connection as a bridge to emotional and social learning – Bridge Theory

Dr. Hannah Burgon discusses how horses can act as a bridge between the development of healthy interactions among the equine and participants to healthy interactions between humans in the participants life (Burgon, H.L., 2014). She first highlights the importance of the therapeutic relationship as coined by Carl Jung, the founder of humanistic therapy (Burgon, H.L., 2014). Carl Jung's work with humanistic therapy stems originally from the work of Carl Rogers who initially recognized the critical importance of a positive emotional relationship and rapport between a clinician and their client for healing to take place (Burgon, H.L., 2014). More succinctly, he said: "significant positive personality change does not occur except in a relationship" (Rogers, 1992: 828; Burgon, H.L., 2014). According to Rogers it is imperative that a therapist or mental health professional posses self-awareness in order to meet the client where they are in a human relational way, he refers to this as "being himself" (Rogers, 1967: 108; Burgon, H.L., 2014). It could therefore be assumed that because of the nature of a horse as an animal of instinct it cannot behave in any way other than to be itself and is subsequently uniquely qualified to be a wonderful therapist if it is true that imperative to the therapeutic alliance is the congruence of the therapist (Frame, 2006; Karol, 2007; McCormick &

McCormick, 1997; Meinersmann, Bradberry & Roberts, 2008; Burgon, H.L., 2014). Many young people who may be considered "at-risk" may struggle to connect emotionally with another human individual due to life experiences producing learned behaviors against forming healthy emotional attachments (McWhirter et. al., 2016). Therefore, the horse provides a powerful bridging unit for the young person to attach to which may be less intimidating, or farther removed from personal experiences, than a human counterpart. Therefore, as the child or adolescent learns to feel safe in their therapeutic alliance with the horse, they can then transfer that learning to a positive therapeutic alliance (Burgon, H.L., 2014). Additionally, Carl Rogers also made apparent a now tenet of modern therapeutic practice, which is unconditional positive regard (Rogers, 1992; Burgon, H.L., 2014). For many youths the concept of receiving unconditional positive regard from humans, particularly adults, is unfathomable due to past experiences of broken trust, abuse, or neglect (Burgon, H.L., 2014). Horses can open the door to the possibility of receiving this type of unique non-judgement through the pure and nonverbal nature of their being which can then translate to the possibility of receiving this same response from a human therapist, particularly one whom the horse trusts (Burgon, H.L., 2014).

#### **Review of EAT Programs**

There are a limited amount of studies available examining Equine Assisted Therapies as this is a newly emerging field. Many of the studies to date examine the use of Equine Therapies for the treatment of physical disabilities, autism, or overall mental wellbeing and quality of life. In this section seven literature reviews will be examined in order to lay a foundation of the work which has already been done and to demonstrate how the program proposed in this text helps fill a gap in the available literature.

The first review examined the use of EAT for the treatment of physical symptoms in adults (White-Lewis, S., et. al., 2017.). This study establishes that 15% of the world's population live with disabilities and that EAT alleviates "functional impairment, pain, balance deficits, and decreased quality of life" in pediatric populations. However, it points out that a review of the efficacy of this treatment modality in adult populations is missing from the current literature. The results of their study found that quality of life, self efficacy, and well-being improved in 91% of the studies. Balance improved significantly in 82% of studies. Cadence, gait, and stride improved in 80% of studies. Stability improved in 83% of studies. Muscle strength improved in 75% of studies. And finally, Body composition improved in 100% of studies. The majority of the studies examined utilized standard hippotherapy in which participants were mounted on horseback and lead by a horse leader with two side-walkers on each side of the participant for safety. During sessions the participants engaged in guided stretched while the horse walked stimulating movement of the hips, pelvis, and spine (White-Lewis, Et. al., 2017).

The second study examined the effects of EAT on chronic pain (Collado-Mateo, D., et.at., 2020.). This study established chronic pain as a "complex global health problem" and posited that horseback riding could improve pain through increasing postural control and additional biopsychosocial processes. Seven studies were utilized in this review. Broadly these studies followed hippotherapy practices, as described above, in their experimental groups and various types of traditional exercise or physical therapy in the control groups. This study found horseback riding can lead to postural changes and improvements as well as improvements in self-esteem, self-regulatory ability, and empowerment. However this study cautions that due to a low number of articles, risk of bias, and differences in baseline pain the results could have been affected (Collado-Mateo, D., et.at., 2020.).

A third review examined EAT effects on the functionality of individuals with disabilities (Prieto, A., et.al. 2020.). It utilized 23 articles with randomized clinical trials. It found that EAT had significantly positive effects on exercise tolerance, quality of life, mobility, interpersonal interactions, and relationships in individuals with disabilities. These studies used a combination of equine related interventions such as approaching the horse, equine care, horsemanship skills, stretching and warming up exercises, driving the animal in various directions, reaching and handeling objects, games, and human-animal interaction. It states that the horse gaits used in the interventions were walking and trotting. The length of sessions ranged from 30-60 minutes, once a week to three times a week, for eight to 48 weeks (Prieto, A., et.al. 2020.).

The fourth review studied the role of hormones during equine-assisted activities and therapies (Ferlazzo, A., et. al. 2021). This article examined human-animal interactions, Equine-Assisted Activity and Therapy, physical and mental challenges of therapeutic horses, and the role of hormones in horses' stress coping during Equine Assisted Activities and Therapies. It found that the data pointed to a need for improving the welfare of animals used in these therapeutic activities. They suggested behavioral, functional, and hormonal markers to be utilized in the evaluation and selection of therapeutic horses. It was therefore posited that equines as cotherapists could be most advantageous (Ferlazzo, A., et. al. 2021).

The fifth review examined the effectiveness of Equine Assisted Activities and Therapies (EAA/T) in relation to mental illness and mental disorders (Bator, D., et.al. 2019). This article aimed at identifying forms and programs of Equine Assisted Activities and Therapies and asses their clinical effectiveness in treating mental disorders. The study utilized 13 articles examining EAA/T in association with Autism Spectrum Disorder, Post-Traumatic Stress Disorder, Schizophrenia, and children of parents with addictions. It was determined that the use of Equine

Assisted Activities and Therapies can be beneficial for people with mental illnesses such as autism spectrum disorder, post-traumatic stress disorder, schizophrenia, and for addictions treatment. The authors also posit that there is a need for further research using systematic methodology to evaluate this phenomena (Bator, D., et.al. 2019).

A sixth study focused on the use of EAA/T in children with autism spectrum disorder (Trzmiel, T., et. al. 2019). It states that due to the multifactorial nature of autism complementary and alternative methods of treatment are sought out. They examined 15 studies with a total of 390 participants in this review of the literature. It was found that when using EAA/T for the treatment of autism there were significant improvements in the domains of socialization, engagement, maladaptive behaviors, and a shorter reaction time in problem-solving. The meta-analysis therefore concluded that while there is a need for further research EAA/T is a useful form of therapy for the treatment of children with autism spectrum disorder.

These studies demonstrate that Equine Assisted Activities and Therapies are a useful emerging field for the treatment of a variety of ailments facing society ranging from physical disabilities to mental illnesses. They also consistently posit the need for further investigation into the clinical effectiveness of this treatment for various populations. Many of the studies reported the positive effects of this treatment on self-esteem, self-efficacy, quality of life, and interpersonal interactions. Therefore, equipped with the knowledge established in sections above on at-risk youth, it logically follows that this form of treatment would be useful for this population, but that exploration into the utility of this treatment with at-risk youth is limited and needed.

## III. Program Design

## **General Overview of a Group Session**

A typical equine assisted psychotherapy session last 2-3 hours and follows a prescriptive format beginning with a group discussion of the topic of the day (20-30 minutes). The group discussion may be followed by a brief instructional lesson/discussion on equine behavior, traits, or physiology (10-15 minutes). However, there may be sessions when a lesson is not needed and may be traded for a longer initial discussion with psychoeducational components. After the discussion or lesson the session then transitions to a group activity involving the horses (1 – 1.5 hours). Early in treatment these activities may be as simple as observing herd behavior in pasturing horses or practicing approaching and catching horses using a halter and lead rope. This can lead to interesting dynamics, as horses instinctively respond to the energy, body language, and emotions with which an individual approaches them requiring participants to be aware of their body language in order to be able to catch. A horse that does not feel safe with a handler will not allow itself to be caught, and even a well-trained "good" horse will not allow itself to be caught without the proper approach by the handler.

Other activities could include things such as grooming, shadow walking, or other groundwork. Finally, the session ends with participants sitting in the arena with unfettered horses (this is important as horses respond to the emotions of individuals which may arise during group processing) as a facilitator guides group processing through predetermined questions about the social and emotional learning of the day (1 hour). Here participants are allowed and encouraged to engage with one another as the experiential learning with the horses translates to learning interpersonal skills within the cohort of participants and further to their lives outside of treatment.

Finally, the session ends with participants interacting with their horses if time is left at the end. Early in treatment this may present as participants re-practicing approaching the horses and being allowed to physically be affectionate with the horses. Later in treatment taking care of a hard-working horse through grooming is encouraged. This allows participants to reward and give back to the animal who has worked hard for them all session. Many adolescents are excited about engaging in treatment due to the possibility, and often the expectation, that they will get to ride.

It is valuable to reward participants on the last day, or last few sessions, with actual riding. This can provide a sense of mastery as individuals have worked hard to bond with their horses and developed a trusting relationship to eventually be able to ride the horse in a healthy manner (Dunlap, Cagle, and Parker, 2018).

#### **Weekly Modules**

The following weekly modules have been adapted from Mandrell, R., Mandrell, P., & Melendez, M. (2008) Champions: EAP group curriculum for at-risk adolescents. and from Dunlap, M. H.; Cagle, K. & Parker, J. (2018). At-risk youth summer camp programming: The effects of equine assisted learning in relation to emotional safety.

#### Week 1 – Safety, Respect

<u>Goal:</u> Establish barn and arena safety procedures. Define safety and respect and establish what these terms mean to the group. Discuss the importance of safety and respect in the arena and in the life of the participants. Allow participants an introduction to working with horses and

to each approach and pick their own horses. Include and introduction to equine behavior and an observation of the behaviors playing out in the arena.

Beginning Discussion: Discuss defining safety and respect. Allow participants to share what the words mean to them including why these may be important in life and in the arena. Discuss barn and arena rules, allow participants to create their own rules. Write these rules on a poster board to display during the remainder of their treatment. At any time during the program the group is allowed to add or revise the rules based on their learning. Discuss that sometimes participants may feel emotionally overwhelmed, at these times it may become difficult to maintain safety or communicate with respect. Collaboratively establish calm down strategies the participants can utilize at these times such as breathing and mindfulness exercises.

<u>Lesson:</u> Teach basics of equine behavior and allow participants to observe horses in the arena watching how any of these behaviors play out. Ask participants what they notice about the horses interactions.

#### **Activities:**

- **Get to Know Our Herd**: Begin with observation and discussion of equine behavior in the herd.
- **Horse Catching**: Allow participants to enter arena with halter and lead rope. Do not give instruction on how to put these on the horse. Instruct participants to each catch a horse keeping in mind the discussion on safety and respect. Encourage participants to

- do their best with the halter and lead rope and that they will not be punished for applying these incorrectly.
- Once each participant has a horse give guidance on proper application of halter and lead rope, while encouraging the individuals for their resourcefulness in using a tool effectively without guidance. Allow participants to apply these under instruction.
- Ground tying: Dropping lead rope using body language to keep horse in place.
   Participants should test how far away they can move from their horse while it remains in place.
- Explain that this is a time for them to bond with their horse through an activity it enjoys. Participants are showing their gratitude after their horse worked for them throughout the session. This is also a quiet time for reflection on the activities of the day. Encourage participants to practice their calm down strategies during this time explaining that practicing these skills is important so that if they need them they will know how to use them.

#### **Closing Discussion Questions:**

- Was it hard to catch your horse? What challenges did you face? What was helpful?
- How did safety and respect apply to todays activities of catching, ground tying, and grooming?
- How would the horse react if it was not shown respect?
- How do you react when you are not shown respect?
- Are there any similarities between human behavior and horse behavior?

- In what ways are safety and respect important in your own lives?
- How do you know if someone respects you? What signs do you look for?
- How could the calm down strategies established earlier be helpful when you are not shown respect?

## Week 2 – Life's Pressures, Achieving Goals, and Effective Communication

Goal: Review Barn safety and rules. Define pressure and identify types of pressures present in participants lives. Discuss the impact of these pressures on the lives of the participants. Discuss how pressure can be positive and help participants towards their goals and how pressure can be negative and drive participants away from their goals. Teach participants about how horses communicate through pressure. Teach participants about applying pressure to a horse and define direct versus indirect pressure. Teach the use of a carrot stick for applying pressure. These activities of applying pressure are referred to as "groundwork" and act as a way of developing connectedness and trust between the participants and their horses. Communicating through vocal cues and body language in order to move an animal as large a horse with very little physical effort is empowering for individuals and promotes the value of effective communication. It also demonstrates that effective communication may take time and improves with increased trust between the two beings, much like in a human-human relationship.

Beginning Discussion: Review Barn rules and safety. Discuss pressure encouraging participants to define the term in their own words. Discuss the difference between internal and external pressures. Ask participants to identify positive pressures they may feel in their lives which may drive them towards their goals. Encourage participants to identify harmful pressures

they experience which drive them away from their goals. Introduce the importance of identifying goals in order to know whether pressures in one's life are helping achieve these goals or is driving away from them. Finally, discuss the value of effective communication. Encourage participants to define effective communication.

Lesson: Teach how pressure is applied to a horse in order to illicit movement in the desired direction and speed. Pressure is the language of horses and in order to communicate effectively with them understanding how to apply pressure is necessary. Indirect pressure is pressure applied from a distance without direct contact with the horse via noises or motions. A carrot stick is a tool with a 3 foot stick with a 5 foot rope attached to the end and can be used to apply indirect pressure. Direct pressure is pressure applied via direct contact such as pushing the horse, kicking from a riding position, or pulling a lead rope or reins in order to elicit movement in a specific direction or strength. Teach Participants to ground tie their horses. Teach participants to shadow walk with their horses by giving affection, picturing their forward motion, and standing at eye level then walking forward. It is likely that their horse will follow if their horse trusts them. This may take several tries, but after earning a horses trust it will follow. Then Teach participants to use a carrot stick to back the horse up, and drive it forward. Teaching these skills will likely require a ground demonstration by the instructor.

### **Activities:**

- **Horse Catching:** Encouraging correct use of a halter and lead rope.

- Ground tying: Dropping lead rope using body language to keep horse in place.

  Participants should test how far away they can move from their horse while it remains in place.
- **Mirror walking:** Walking with horse without an attached tether (no lead rope), the horse is likely to mimic the walking pattern of it's human if a trusting relationship has been built. Use body language and verbal cues to encourage movement.
- Ground Work: Test using different types of pressure to move your horse. Begin with a ground demonstration by equine professional. Standing in front of horse wiggle lead rope to urge horse backwards. Begin with a gentle shake of lead rope and become more intense if horse does not comply. As soon as horse takes steps backwards release pressure (stop shaking rope) and allow horse to move forwards to it's human for praise. Using a carrot stick to direct the horse, hold lead rope and stand at the horses shoulder at the end of the rope. Apply pressure visually to back haunches of horse if it does not take steps then extend your arm in that direction, if it still does not move then use carrot stick flicking the rope near the back feet of the horse. The goal here is to turn the horse to face its instructor. At any time in this process if the horse complies to the direction of the pressure then immediately release the pressure and praise the horse.
- Grooming: Ground tie horses and allow participants to give their horses care as a reward for all their hard work in the session. Encourage participants to use this time to reflect on the previous activities and be mindfully present in the moment.

  Participants should also use this time to practice calm down strategies such as mindful breathing.

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## **Closing Discussion Questions:**

- How did your horse respond to pressure?
- Were there any differences between using direct versus indirect pressures?
- Did knowing a goal or picturing where you wanted the horse to move help you achieve your goals?
- What different levels of pressure did you apply? What happened as the pressure became more intense?
- What is peer pressure?
- Why is body language important in communication?
- How do you think this applies to your life?
- Do you think knowing your goals is helpful for achieving them?
- Have you ever experienced a time when it became difficult to effectively communicate?
- How did you react at that time?
- How do you think calm down strategies could be helpful for effective communication?

Homework: List life goals both for the future and presently and identify challenges in achieving them. Identify pressures which may help participants achieve their goals and pressures which may impede them achieving their goals.

## Week 3- Overcoming Life's Challenges - Resilience

Goal: Participants will explore what obstacles may impede their ability to achieve their goals. Discuss who participants want to be now, and in the future and what is stopping them from accomplishing this? How can they better anticipate obstacles and be equipped to overcome them? Bumps along the way are a guarantee in life, but how can individuals be resilient when these bumps arise? Participants will discuss these matters then practice helping their horses overcome obstacles in the arena. These obstacles will be labeled as real obstacles in their own lives and their horses symbolize various ways of overcoming obstacles. Some of these obstacles may require teamwork to get a horse over demonstrating that in life some things are more achievable with a team of trusted people to support individuals as they achieve their goals. Additionally, this exercise encourages teamwork and cooperation with others and encourages empathy as participants see that their peers also have challenges in their lives which they are fighting to overcome.

Beginning Discussion: Begin by asking participants about their homework assignment of writing their life goals and identifying challenges in overcoming them. Encourage participants to share their goals and potential or current challenges. Facilitate a discussion around their goals asking questions such as "What makes these goals important to you?", "Are some goals more important than others?", "Are some barriers larger than others?", "What actionable steps do you need to take in order to achieve these goals?".

<u>Lesson:</u> Review lesson on applying pressure to move a horse. Ask participants if they have any questions about how to effectively move a horse without touching it? Ask participants if they have tips for others on strategies that work for them in the previous session?

#### Activities:

- Catching: Allow participants to enter the area and catch their horses with a halter and lead rope.
- **Ground Tie and Groundwork:** Allow participants to practice the pressure exercises from the previous week in order to promote connectedness and trust.
- **Life's Little Obstacles**: This activity has four rules: 1) participants cannot touch the horse in any way. 2) The horse cannot be coaxed with food. 3) Participants cannot use a halter or lead rope. 4) Participants cannot leave the arena. Participants are to determine the consequences for breaking these rules. The instructor is to set up a jump or obstacle in the middle of the arena.

In the first phase of this activity participants should label the jump as an obstacle in their life which they wish to overcome such as a bad habit or a tough situation, each participant should label the jump something specific to them, but it is okay if some of them share the same challenges. Participants are then to label their horse as a trait or skill which could help them overcome this obstacle such as communication, hard work, empathy, or patience. The participants are then to go one by one trying to get their horse over the jump. If they need help from the group they are always allowed to ask to work with a team to overcome this challenge.

In the second phase a goal is to be set up on the other side of the jump, several feet back so that once the jump is overcome some guidance is still needed to get the horse to the goal. This could be set up as a treat such as hay or a carrot on the other side of the jump. The participants then label this goal as something they hope to

achieve either presently or in the future and the jump is labelled as an obstacle they will face in achieving this goal and the horse is labelled as skills or traits that will help with overcoming this challenge. The activity then proceeds similarly to the first phase, but after the jump the horse will be guided to a goal and rewarded for its hard work.

- **Grooming:** Encourage this time to be a quiet reflection on the activities of the day.

## **Closing Discussion Questions:**

- What did you learn in todays exercise?
- What skills do you think would be helpful to overcome your goals?
- How did working in a team effect the exercise?
- Did knowing there was a goal on the other side of the jump make the jump easier? Do you think the goal/reward made the jump more rewarding for your horses?
- How does this learning apply to your life?

<u>Homework:</u> Identify values important to you. Write down a list of these values. Give participants examples of values and encourage them to come up with their own.

## Week 4- Values Based Living, and Veering off the Path

Goal: This session is an extension of the previous session on goals and obstacles. It extends the discussion from only living to achieve goals to also living a life based on core values. Values and goals will likely overlap, for example if education is a core value then graduating high school may be a goal. Obstacles towards achieving goals and following values may not

always be apparently bad or harmful, they make look appealing in the moment. It is important to evaluate whether decisions are beneficial and helping participants stay on the path which they have set for themselves. Participants will learn about how there are temptations all around them which may pull them in directions they do not want to go and may slow them down towards achieving their goals or keep them from their goals all together.

Beginning Discussion: Facilitate a discussion on how the previous weeks learning has translated into their day-to-day lives. Have they tried to practice overcoming some of the obstacles that were identified? How has it been going? Have there been any obstacles they did not initially think of which have arisen? Following this initial discussion, transition into a discussion on how sometimes the things which lead individuals off their path do not appear as bad obstacles, and may appear appealing and tempting to follow. Encourage participants to identify some of these sneaky temptations and how they may lead individuals off their path. If participants struggle to identify these it may be helpful to give an example such as spending time with friends the night before a big test. Spending time with friends may not be a bad thing, in fact having friends is wonderful, but if your goal is to graduate high school then it may be more important to study for the big test. Next, initiate a discussion on values and values based living. Ask participants to identify their values and discuss what it would look like to live a values based life.

### Activities:

- **Horse Catching:** Catch horses in the arena with halter and lead rope.

- **Ground Tying and Ground Work:** Allow participants time to practice these skills with their horses in order to promote connectedness and trust.
- Temptation Alley: Participants and instructor are to set up and alley through the middle of the arena with "temptations" on either side such as hay and carrots.

  Participants will labels the temptations as different things in their own lives which may distract them from achieving their goals such as drug use, being mean, laziness, apathy, pride, etc. They will then work in teams of two. Two lead ropes will be attached to the horse and each participants will hold either end. The participants will then guide the horse through the alley without it getting any of the temptations. At the end of the alley the horse will receive a sugar cube, a much higher value reward than any of the temptations in the alley for reaching its goal. Participants should label the sugar cube as a value important to their life. This activity can be made more challenging by adding a bend in the alley or a spot which is too wide to stretch the rope across. The rules for this activity are that the horse cannot step outside the alley and participants cannot step in. Consequences for breaking a rule should be determined by participants.
- **Grooming:** Encourage participants to use this time for reflection on the days learning.

#### Closing Discussion Questions:

- How does todays activity relate to your lives?
- How does knowing your goals and values help you stay on the path to achieving them?

- What does peer pressure mean?
- How can friends positively or negatively impact your ability to stay on your path and follow your values?
- Do you think it is important to have friends which encourage your values and goals?
- What bad habits do you think you have that keep you from staying on your path?

## **Week 5- Personality and Individuality – Developing Empathy**

Goal: Participants will learn about individuality and appreciating others unique personalities. This session on individual differences, strengths, and weaknesses has the aim of encouraging empathy and understanding for others who may be different from themselves.

Additionally, it encourages participants to value their own personalities and the things that make them a unique human worthy of others empathy, understanding, and respect.

Beginning Discussion: Encourage participants to define terms such as empathy, understanding, and individuality. Ask what they think makes them unique and what they see as their own personal strengths and weaknesses. Once each participant has shared their own strengths and weaknesses, stating what they appreciate about themselves and what they wish they could change encourage participants to identify strengths they have seen in one another and things they like about each other.

<u>Lesson:</u> Teach participants about the unique backgrounds, personalities, breeds, and traits of the horses. Describe the horses' strengths and weaknesses to participants and allow them to add any that they may have noticed.

#### Activities:

- Horse Catching: Allow participants to enter arena and catch their horses using a halter and lead rope.
- **Ground Tying and Groundwork Exercises:** Allow participants to take time with their horses to practice the skills they have developed in previous sessions in order to promote connectedness and trust.
- **Team Penning:** Instructor should select horses with different personalities for this activity. A "pen" will be set up in the arena, this may be done using lunging poles to make a box on the ground, or using other equipment available to the instructor. This activity can be made more or less difficult through different pen setups. For example, a pen with only one entrance would make this more difficult than a pen that can be entered on all sides. The participants will then break off into teams of no more than four and teams will take turns trying to get the horse into the pen using pressure. Participants are not allowed to touch the horse or use a lead rope to get the horse into the pen and are not allowed to enter the pen themselves. During this activity participants should observe how different strategies are effective on different horses.
- Grooming: Participants are encouraged to groom their horses, rewarding them for their hard work in session. During this time participants are encouraged to reflect on the days learning.

### **Closing Discussion Questions:**

- What personality differences did you notice between the horses during this activity?

- Why do you think that some strategies that were effective on one horse may not have been effective on another?
- How do you think being aware of each other's individual differences is valuable?
- In what way are individual differences important?
- How can our differences cause conflict?
- Based on how empathy was defined earlier how do you think knowing each other's strengths and weaknesses or personal stuggles can promote empathy?
- Do you think all people have things they struggle with?
- Is there anyone in your life who you think you should show empathy and understanding to?
- Is there anyone you don't like who you think may still be deserving of understanding?
- How do you think promoting understanding and empathy can reduce conflict? If so, how?

#### Week 6- Openness and Vulnerability

Goal: The goal of this session is to teach students the value of emotional openness and vulnerability. Participants will be encouraged to discuss their fears and identify things that hold them back from facing their fears. Participants will also discuss the value of vulnerability and sharing emotional experiences with trusted individuals. The participants will help their horses overcome fears and be encouraged to express their own feelings through art.

Beginning Discussion: Discuss what openness and vulnerability mean to the participants.

Ask participants to identify reasons that openness and vulnerability are important. Encourage them to share their own struggles with being open and vulnerable. Ask participants to identify

fears, and direct them to express fears which they think hold them back or prevent them from staying on their path, achieving their goals, or living out their values. Facilitate a discussion on emotional expression and how vulnerability can be scary. Discuss how vulnerability can be healthy in relationships and how vulnerability relates to their relationship with a horse. Point out that horses may initially be scary due to their size and with increased proximity comes increased danger, but that it is difficult to have a relationship with a horse without getting close to it. Ask participants how this idea may apply to their own relationships.

#### Activities:

- Catching: Allow participants to enter arena and catch their horses with a halter and lead rope.
- **Ground Tying and Groundwork**: Allow participants to take time with their horses to practice the skills they have developed in previous sessions in order to promote connectedness and trust.
- Fear Factor: Instructors should choose a horse with a fear such as a fear of umbrella's or snakes and demonstrate this fear. Let participants observe the horses fearful reaction from a safe distance. Then encourage participants to develop a plan to help the horse overcome its fear such as starting with the object at a distance. Guide them to develop a step by step guide for helping the horse overcome its fear and set rewards for even small improvements along its process. Instructors should then implement the plan with participants at a safe distance.
- **Horse Painting:** Many cultures used to paint their horses in war paint when preparing for battle to help them defeat their enemies. Similarly, in this exercise,

participants will paint their horses with words, phrases, or pictures to illustrate the social and emotional tools they need to overcome obstacles in their lives and victoriously achieve their goals or live out their values. Participants should be encouraged to keep in mind their fears, strengths, and weaknesses. Participants will finger paint using water based paint to illustrate these ideas on their horses.

## **Closing Discussion Questions:**

- What do the illustrations on your horse mean? How can each of these help you accomplish your goals and live out your values?
- Did you find it challenging to illustrate your fears, strengths, and weaknesses?
- What were your thoughts about the horse's fears?
- Did you find creating a plan for overcoming these fears difficult?
- How could the calm down strategies established in the first session be helpful when facing fears?
- How can you create a plan in your own lives to overcome fears?
- How can openness and personal expression improve connectedness to others,
   empathy, or understanding?

## Week 7- Rewarding the Hard Work – Developing a Sense of Mastery

Goal: Review the learning of previous sessions and prepare for the end of the program. Participants may be nervous about ending this treatment and it is important to address concerns which they may have. In this session participants will finally get to ride a horse. The therapeutic work typically does not occur in the mounted riding, but many participants enter this type of therapy wanting to ride and excited about the possibility. It can be discouraging early in

treatment for participants to find that they will not be doing riding activities. Therefore, this session is offered as a reward for their hard work and as a goal for participants to look forward to at the end of treatment. The purpose of this activity is to reinforce that working towards goals pays off.

Beginning Discussion: Ask participants to reflect on their time in treatment and discuss what they have learned. What lesson or lessons have been the most helpful? How has that or will that look in their lives? What lesson has been the least helpful? Is there still some learning you can take away from that least helpful lesson? Is there anything you are excited about moving forward from this program? Do you have any fears leaving this program? Allow participants to discuss their learning and share how they have grown as a result of their involvement in this program.

Lesson: Give a brief lesson on riding including how to sit in the saddle, how to get on the horse, and how to dismount, how to hold the reins, how to steer the horse from the mounted position, and how to speed up or slow down. Finally, give a demonstration of an emergency dismount as a safety precaution.

### Activities:

- **Grooming:** Briefly, if needed
- **Tack up horses:** Tacking up involves putting the equipment on a horse needed to ride such as a saddle pad, saddle, bridle, and reigns. Allow participants to be involved in this process although volunteers or instructors will need to take lead in order to

- guarantee proper application for safety reasons. Finally, it is important that riders each have helmets appropriate for horseback.
- Riding: Instructors should set up a course in the arena for participants to go through.

  This can include lunging poles, weaving poles, barrels to turn around, or any fun activities the instructors think of. It is okay to be creative here and think of fun activities for participants to try. Instructors will help participants mount their horses and encourage them to walk around the arena to get used to riding until all participants are mounted. Once participants are comfortable riding they can begin trying the various activities in the arena. If it is available this may also be a good time for instructors to take participants on a trail ride outside of the arena.
- **Grooming:** After riding participants can help untack the horses and put away the equipment in it's proper locations. Riders should then groom their horses as a way of rewarding them for their hard work throughout the day.

<u>Closing Discussion Questions:</u> The riding activity typically takes longer than previous activities so a lengthy closing discussion may not be possible. This is okay, however it is important to take a brief time to let participants express their final thoughts and process the riding experience.

#### Glossary

- At-risk youth denotes a set of presumed cause—effect dynamics that place an individual child or adolescent in danger of future negative outcomes.
- Ecological Model of at-risk youth more formal way of understanding the development of at-risk youth
- Metaphor of a tree a metaphor for the development of at-risk youth
- Equine-assisted Psychotherapy or therapy The practice of utilizing horses in conjunction with trained or certified professionals for the treatment of mental illness
- Equine-assisted learning experiential, educational, and social learning based around horses
- Therapeutic horsemanship concerned with all aspects of horse management and learning within a therapeutic context and can include riding
- Hippotherapy riding therapy concerned with the physical benefits from rising a horse
- Animal-assisted therapy is associated with smaller animals like cats and dogs.
- Social learning pertaining to teaching children and adolescents the skills necessary to create and maintain healthy social attachments
- Emotional learning pertaining to teaching healthy emotional control and expression
- Halter A halter is placed over a horses face. It has pieces which go around the horses snout, over it's ears, and underneath and behind its head. It is then fastened using buckles to secure an attachment to the horse in order to maintain control.
- Lead Rope A lead rope is a few feet long, typically four to 7 feet, with a clip on the end. The clip can be attached to a loop on the halter. The rope can then be held by a handler in order to lead the horse.
- Ground Tie Ground tying is when the lead rope is dropped to the ground and the horse does not move as though it was tied to the ground when in fact no ties are present.
- Ground work Ground work is the act of moving a horse using body language and minimal verbal cues.
- Carrot Stick A carrot stick, also called a horseman's stick, or training stick, is a four foot long stick with a six foot long string attached to the end. It is used as an extension of the horse handler's arm when engaging in groundwork.
- Saddle pad a saddle pad goes on the horses back between the saddle and its skin. It's purpose

- is to pad the hard saddle on it's back making riding more gentle on the horse.
- Saddle The saddle is a seat which attaches to the back of the horse for a rider to sit in.
- Bridle The bridle is similar in fit to a halter, but has a piece of metal which goes in the mouth of the horse. This provides added control over the horses head for a mounted rider.
- Reins The reins are long pieces of rope or leather which attach to the sides of the halter near the horses mouth and stretch backwards along the sides of the horses neck towards a mounted rider. The rider holds them and uses them to guide the horse.
- Lunging poles Lunging poles are wooden poles which lay on the ground parallel to one another spaced two to three feet apart for a horse to step over.
- P.A.T.H. Intl. Professional Association of Therapeutic Horsemanship International
- E.A.G.A.L.A Equine Assisted Growth and Learning Association

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## Appendix A

## **Contracts and Paperwork**

The following contracts were developed for use between Eastern Kentucky University's Psychology Training Clinic and the Kentucky Foothills Therapeutic Horsemanship Center, Inc. These can be modified for use between various organizations, or utilized for future endeavors between these current organizations.

## Between therapeutic provider and stables/farm/barn/equine facilities

#### **FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT ("Agreement") is entered into effective as of this day of \_\_\_\_\_\_, (year) (the "Effective Date"), by and between Kentucky Foothills Therapeutic Horsemanship Center, Inc., a Kentucky non-profit corporation ("KFTHC"), and Eastern Kentucky University by and through Psychology Clinic of its Psychology Department (the "Clinic").

**WHEREAS**, KFTHC is a 501(c)(3) non-profit organization dedicated to improving the quality of life of individuals with physical, emotional and developmental disabilities by facilitating the exploration of the age-old relationship between Horse and Human through equine assisted activities and therapies; and

WHEREAS, KFTHC is associated with The Professional Association of Therapeutic Horsemanship ("PATH"), International. All of its instructors are registered with PATH, International, and KFTHC is operated in compliance with PATH Standards and Regulations; and

**WHEREAS**, the Clinic is a training, service and research facility operated by the Department of Psychology at Eastern Kentucky University; and

WHEREAS, the Clinic offers a wide range of outpatient psychological services to children, adolescents, and adults in the Richmond and surrounding Central and Eastern Kentucky communities, including psychotherapy for adults with depression, anxiety, and trauma; therapy for children and adolescents with behavioral, social, emotional, and school-related problems; therapy for individuals with Autism Spectrum Disorder; and therapy for military and veteran families; and

WHEREAS, all services of the Psychology Clinic are provided by individuals working on graduate degrees in clinical or school psychology. All clinicians have received specialized

graduate training and are closely supervised by licensed members of the clinical and school psychology faculty; and

**WHEREAS**, Licensee and KFTHC desire to partner to provide equine assisted therapy for certain clients of the Clinic identified by the Clinic who may benefit from the equine activities and therapeutic riding;

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual agreements of the parties set forth herein, and other good and valuable consideration, the parties agree as follows:

#### WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THRE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027

- 1. Use of Facility. KFTHC grants to the Clinic an exclusive license to use those portions of the KFTHC facilities identified on Exhibit A (the "Facility"), including the use of KFTHC's horses and tack, during the days and times identified on Exhibit A in accordance with the terms of this Agreement and in compliance with KFTHC's policies set forth on Exhibit B. KFTHC retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations of KFTHC. The Clinic acknowledges and agrees that KFTHC, its agents, employees, invitees, licensees and students may use any portion of the KFTHC facilities not identified on Exhibit A for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb the Clinic's use of the Facility as provided in this Agreement.
- **2. Purpose**. The Clinic shall use the Facility solely for the purpose of providing equine assisted therapy for its clients through equine activities and therapeutic riding at the Facility.
- 3. Supervision. KFTHC acknowledges that the Clinic's graduate student clinicians are not trained horse handlers or instructors, and KFTHC agree to be responsible for providing direct supervision of all equine activities and therapeutic riding through its PATH, International registered instructors or other qualified horse handlers/instructors. KFTHC will determine, in its discretion, how many instructors are needed for proper supervision during any particular Clinic therapy session. KFTHC reserves the right to eject any client, participant or guest of the Clinic that is demonstrating dangerous, disorderly, or destructive behavior toward KFTHC's instructors, horses or the Facility.

- **4.** Compliance with Applicable Rules, Policies and Laws. The Clinic shall use the Facility in accordance with the terms and conditions of this Agreement, applicable policies and rules of Eastern Kentucky University, and applicable federal, state and local laws, ordinances, rules and regulations. The Clinic and KFTHC agree to cooperate in conducting the hosted therapy sessions in a manner that does not endanger persons, property, or animals.
- **5. Term**. The initial term of this Agreement is for the 2018-2019 academic year, commencing on the Effective Date and ending on \_\_\_\_\_\_\_\_, 2020. Unless terminated by either party at least sixty (60) days prior to the end of the initial term or any successive term, the term shall continue for the following academic year, and each academic year thereafter in the same manner.
- **6.** Fees. ?
- **7. Maintenance and Services**. KFTHC shall provide normal maintenance and services to the Facility in accordance with its routine schedule and standards. The Clinic shall reimburse KFTHC for all maintenance and services provided at the Clinic's request or required for its therapy sessions.
- **8. Personal Property**. KFTHC is not responsible for the loss of or damage to any personal property of the Clinic or its clients, guests, agents, employees or invitees, located within the Facility or elsewhere on KFTHC property in connection with the therapy sessions. KFTHC has the right to remove, place in storage or dispose of any such personal property left at the Facility or elsewhere on KFTHC property following the therapy sessions at the Clinic's sole expense.

#### 9. Insurance.

- (a) At all times during the initial Term and any renewal terms, KFTHC agrees to maintain (1) Commercial General Liability Insurance with coverage limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, naming the Clinic as an additional insured, (2) commercial property insurance on the Facility with coverage limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, (3) and worker's compensation insurance on its employees as required by law. [I DON'T KNOW IF THERE IS ANY SPECIALTY INSURANCE THAT KFTHC CARRIES OR NEEDS TO CARRY REGARDING HORSE ACTIVITIES. NEED TO CHECK WITH KFTHC]
- (a) At all times during the initial Term and any renewal terms, the Clinic agrees to maintain Commercial General Liability Insurance with coverage limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, naming KFTHC. [I DON'T KNOW IF THERE IS ANY SPECIALTY INSURANCE THAT THE CLINIC NEEDS TO CARRY REGARDING HORSE ACTIVITIES.]
- (b) Each party agrees to provide the other with a certificate of insurance demonstrating the foregoing coverages, and each party agrees that policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to the other party.

#### 10. Representations and Warranties of KFTHC.

- (a) KFTHC represents and warrants to the Clinic that it has the legal capacity to enter into this Agreement; that the execution and delivery of this Agreement has been duly authorized by any necessary corporate action; that the person executing this Agreement on behalf of KFTHC is duly authorized to do so; that upon execution by all the parties, this Agreement shall constitute a legal, valid, and binding Agreement of KFTHC in accordance with its terms; and that the execution and performance of this Agreement will not conflict with or violate any law, agreement or obligation by which KFTHC is bound.
- (b) KFTHC represents and warrants to the Clinic that it is in compliance with, and will maintain compliance with, all federal, state or local statutes, rules, regulations, ordinances or other laws with respect to the Facility and the operations of the Facility during the term of this Agreement.

## 11. Representations and Warranties of the Clinic.

(a) The Clinic represents and warrants to the KFTHC that it has the legal capacity to enter into this Agreement; that the execution and delivery of this Agreement has been duly authorized by any necessary action of the Clinic; that the person executing this Agreement on behalf of the Clinic is duly authorized to do so; that upon execution by all the parties, this Agreement shall constitute a legal, valid, and binding Agreement of the Clinic in accordance with its terms; and that the execution and performance of this Agreement will not conflict with or violate any law, agreement or obligation by which the Clinic is bound.

- (b) The Clinic represents and warrants to the KFTHC that it is in compliance with, and will maintain compliance with, all federal, state or local statutes, rules, regulations, ordinances or other laws with respect to the operations of the Clinic and its therapy services.
- 12. Indemnification by The Clinic. The Clinic releases and agrees to defend, indemnify, and hold harmless KFTHC and its instructors, employees, contractors, agents, directors, and officers from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) arising from or in connection with the Clinic's use of the Facility caused by the negligent or wrongful acts of the Clinic's students, clinicians, clients, or invitees; or resulting from the Clinic's failure to perform or comply with the covenants, terms, conditions or limitations in this Agreement.
- 13. Indemnification by KFTHC. KFTHC releases and agrees to defend, indemnify, and hold harmless the Clinic and its students, clinicians, employees, contractors, agents, directors, trustees, regents, and officers from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) arising from or in connection with the Clinic's use of the Facility caused by the negligent or wrongful acts of KFTHC, its instructors, employees, contractors, or agents; or resulting from KFTHC's failure to perform or comply with the covenants, terms, conditions or limitations in this Agreement.
- **14. Release by Participants**. The Clinic shall be responsible for obtaining a written agreement from each of its clients or participants in its therapy sessions, whereby the clients and participants agree to release KFTHC and its instructors, employees, contractors, agents, directors, and officers from any liabilities, claims, demands, actions, causes of action, losses, and expenses arising from such client's or participant's participation in the therapy sessions or presence at the Facility. Such agreement shall be in the form approved by KFTHC which is attached hereto as **Exhibit C**.
- **15. Termination**. The Parties shall have the right to terminate this Agreement as follows:
  - (a) Immediately upon written notice to the other party if the other party fails to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement, and such default shall continue for a period of thirty (30) after the defaulting party's receipt of written notice from the other party; or
  - (b) On ten (10) days written notice to a party that files bankruptcy, has a receiver appointed, is placed in involuntary bankruptcy, or is insolvent and that fails to cure same within sixty (60) days; or
  - (c) On sixty (60) days written notice to the Clinic if the Facility is placed in foreclosure or KFTHC accepts an offer of sale of the Facility; or
  - (d) Upon sixty (60) days notice to the other party prior to the end of the initial term or any successive term that such party desires to terminate the Agreement.

- **16. Repair Obligations.** The Clinic agrees to assume responsibility for any damages, and pay KFTHC for the reasonable cost of repairs and/or replacements to the Facility to the extent caused by its students, clinicians, clients, guests, or invitees arising out of the Clinic's use of the Facility during this Agreement.
- **17. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of KFTHC and the Clinic and their respective legal representatives, agents, subcontractors, successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party.
- **18. Notices**. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to VETUC.

II to KITIIC.
If to the Clinic:

- **19. Force Majeure**. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.
- **20. Severability**. The provisions of this Agreement are severable. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining Party or provisions shall not be affected by such holding.
- **21. Governing Law**. This Agreement and any dispute arising out of it shall be governed by the laws of the state Kentucky.
- 22. HIPPA Compliance. To the extent KFTHC is considered a "Business Associate" under the requirements of HIPAA and the HIPAA Privacy Rules, and to the extent KFTHC becomes aware of any protected health information, including information that relates to the past, present or future physical or mental condition of a current or former client of the Clinic, the provision of health care services to such client, or information that identifies the client, KFTHC agrees to use such information solely for the purpose of performing its duties under this Agreement, and to keep such information

confidential and not to disclose such information in a manner that would violate the privacy standards for protected health information set forth in 45 CFR Part 164, Subparts A and E, as the same may be amended from time to time.

- **23. Non-Waiver**. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
- **24. Entire Agreement**. This Agreement (including all exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- **25. Amendments**. Amendments to this Agreement must be in writing and duly executed by all the parties to be effective.

**IN WITNESS WHEREOF**, KFTHC and the Clinic have executed this Agreement as of the date set forth above.

Eastern Kentucky University	Horsemanship Center, Inc.
By:	
Name:	By:
Title:	Name:
Date:	Title:
	Date:

## **EXHIBIT A**

# **Facility Description and Times of Use**

# EXHIBIT B

# **Facility Rules and Regulations**

#### **EXHIBIT C**

#### Form Release

#### PARTICIPATION AGREEMENT AND LIABILITY RELEASE

NAME OF ADULT PARTICIPANT:	
OR	
NAME OF MINOR CHILD PARTICIPANT:	

This Agreement is made for the purpose of setting forth the terms and conditions of Participant's participation in the **EKU Equine Assisted Activities and Therapy Program** at Kentucky Foothills Therapeutic Horsemanship Center ("**Activity**"). As used herein the term "**Participant**" refers to the above adult or minor child participant. If the Participant is an adult, the Participant is signing this Agreement on behalf of himself/herself. If the Participant is a minor child, the undersigned adult is making the statements and agreements stated herein on behalf himself/herself as parent or legal guardian of the Participant, *and* on behalf of the minor child Participant; and the undersigned adult represents to the EKU Psychological Clinic (the "**EKU Clinic**"), Kentucky Foothills Therapeutic Horsemanship Center, Inc. (" **KFTHC**"), and the other Released Parties identified below that he/she is the parent, custodial parent, or legal guardian (as applicable) of the Participant, with legal authority to sign this Agreement on behalf of the Participant. The undersigned adult agrees to indemnify and hold EKU Clinic and the other Released Parties identified below harmless from any and all liabilities, claims, demands, actions, causes of action, losses, and expenses of any nature whatsoever resulting from a breach of this representation.

RELEASE, WAIVER AND COVENANT NOT TO SUE: In consideration for EKU Clinic and KFTHC allowing Participant to participate in the Activity, Participant does hereby release, discharge, waive, and covenant not to sue EKU Clinic, Eastern Kentucky University, KFTHC, and their respective Board of Trustees, trustees, officers, directors, employees, staff, students, instructors, volunteers, agents, and third party contractors ("Released Parties") from and with respect to any and all present or future liabilities, claims, demands, actions, causes of action, losses, and expenses of whatever nature or kind, and including but not limited to any claim for damage to property, personal injury, sickness, or death to Participant arising from or related in any manner to Participant's involvement in the Activity, use of equipment in connection with the Activity, being present upon the premises where the Activity is being conducted, receiving instruction, or traveling to or from the Activity, including but not limited to any claim based upon: (1) any wrong doing or negligence, of whatever nature or kind, including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, (2) any wrong doing or negligence, of whatever nature or kind, including ordinary and/or gross negligence, on the part of the Participant, other participants, or third parties, or (3) any accident, breach of contract, equipment failure, or force of nature (collectively referred to as the "Released Claims"). This RELEASE applies even to claims based in whole or in part on the Released Parties' negligence, to the extent permitted by law, BUT NOT THE RELEASED PARTIES' WILLFUL ACTS.

**ASSUMPTION OF RISKS:** Furthermore, Participant acknowledges that he/she is fully aware of the risks and hazards associated with the Activity, including the fact that horses are unpredictable, that riding or being around horses can be dangerous and result in serious injury, including complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the Activity may subject Participant to the possible reckless conduct of other participants. Participant further understands that horse riding involves a particularly high risk

of head and neck injury or broken bones, and that any equipment provided to Participant for Participant's protection may be inadequate to prevent serious injury. Participant hereby elects to voluntarily participate in the Activity with full knowledge of the dangers involved, understands that he/she is releasing the Released Parties from any liability for the Released Claims, including any injuries or death, as contemplated above, and does hereby agree to accept any and all risks of property damage, personal injury, or death arising from foreseeable or unforeseeable causes in connection with Participant's involvement in the Activity. Participant certifies to the Released Parties that he/she is healthy and capable of participating in the Activity, and Participant understands that he/she is solely responsible for determining if there is any medical or other reason that Participant should not participate in the Activity.

#### WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THRE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027

**INDEMNITY AND HOLD HARMLESS:** Participant agrees to INDEMNIFY AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, brought as a result of my involvement in the Activity.

CONSENT TO TRANSPORTATION AND MEDICAL TREATMENT: Participant hereby authorizes EKU Clinic, KFTHC, and their respective staff, employees, volunteers, agents, and third party contractors to provide transportation to and from the Activity if necessary. In the event of a medical emergency, Participant understands that EKU Clinic and/or KFTHC will make reasonable efforts to contact Participant's emergency contacts listed below, however: (1) Participant authorizes EKU Clinic and/or KFTHC, and their respective staff, employees, students, volunteers, instructors, and third party contractors to administer first aid or CPR to Participant, if they think it is necessary; (2) Participant authorizes EKU Clinic and/or KFTHC, and their respective staff, employees, students, volunteers, instructors, and third party contractors to administer appropriate medication if they deem it necessary, except for any medications that Participant has listed below, to call for emergency treatment, if necessary, to transport Participant to a medical treatment facility, and to consent to x-rays, medical or dental examination, diagnosis, treatment, hospital care, anesthetic treatment, or emergency surgery, as advised by the treating physician, surgeon, or dentist if Participant is unable to give consent, or if the Participant's emergency contacts cannot be reached; and (3) Participant authorizes EKU Clinic and/or KFTHC, and their respective staff, employees, students, volunteers, instructors, and third party contractors to disclose any relevant medical information about Participant as necessary for Participant's treatment. Participant understands that Participant or his/her parent or legal guardian will be solely responsible for any medical, hospital or related charges, which may be incurred in connection with any injury, illness or other medical condition suffered by Participant in connection with the Activity, and that the Released Parties shall not be responsible for any such medical, hospital or related charges. Upon request, Participant or his/her parent or legal guardian will reimburse EKU Clinic, KFTHC, or other Released Parties for any charges paid by them on Participant's behalf.

PHOTO RELEASE: Participant also authorizes EKU Clinic and/or KFTHC, and their respective staff, employees, students, volunteers, instructors, and third party contractors to photograph or digitally record images of Participant and to record Participant's voice during Participant's participation in the Activity; and Participant authorizes EKU Clinic and/or KFTHC, and their respective staff, employees, students, volunteers, instructors, and third party contractors to use such photos, images or recordings for any purpose relating to the EKU Equine Assisted Activities and Therapy Program or the Kentucky Foothills Therapeutic Horsemanship Center programs. Participant waives any and all privacy or intellectual property rights he/she may have with respect to any such photos, images, or recordings, and releases the Released Parties from any and all legal claims, demands, or causes of action, of any nature whatsoever, relating to photos, images, or recordings taken of Participant pursuant to this authorization.

PARTIES BOUND BY AGREEMENT: This Agreement is entered into on behalf of, and shall be binding on, Participant, Participant's parents and legal guardians (if Participant is a minor child), Participant's spouse (if any), and Participant's estate, heirs, personal representatives, executors, administrators, assigns, and legal representatives. This Agreement shall be construed in accordance with the laws of the State of Kentucky, and Participant understands and agrees that this waiver is intended to be as broad and inclusive as permitted by the laws of Kentucky. If any portion of this Agreement is held invalid, it is agreed that the invalid provision shall not affect the enforceability of the remainder of the Agreement, and the remainder of the Agreement will continue to be in full legal force and effect.

IN SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT HAS READ THE FOREGOING AGREEMENT, THAT HE/SHE UNDERSTANDS ITS TERMS, THAT HE/SHE SIGNS IT VOLUNTARILY AS THE PARTICIPANT'S OWN FREE ACT AND DEED WITHOUT COERCION, UNDERSTANDING THAT HE/SHE IS GIVING UP LEGAL RIGHTS AND/OR REMEDIES WHICH MIGHT OTHERWISE BE AVAILABLE TO HIM/HER, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES, AND THAT NO ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE. PARTICIPANT EXECUTES THIS AGREEMENT FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signature:	Date:
Participant	
Signature:	Date:
Parent/Guardian	
PERSONAL AND C	CONTACT INFORMATION
DATE:	
NAME OF PARTICIPANT (Please Print) GENDER:	AGE:
SCHOOL:	GRADE:
HOME ADDRESSSTATE ZIP	CITY

HOME PHONE ( )	PARTICIPANT'S CELL ( )
MOTHER'S CELL PHONE ( )	FATHER'S CELL ( )
EMERGENCY CONTACT	RELATIONSHIP:
EMERGENCY CONTACT PHONE (	)
PRIMARY CARE DOCTOR:	PHONE: ( )
PREFERED MEDICAL FACILITY:	
INSURANCE COMPANY:	
POLICY NUMBER:	
GROUP POLICY NUMBER:	
LIST ANY ALLERGIES (ie, Allergies to	Medicine or Food) PARTICIPANT HAS:
LIST ANY PRESCRIBED MEDICATION	ONS PARTICIPANT IS TAKING:
DO NOT ADMINISTER THE FOLLOW	/ING MEDICATIONS:
	HER MEDICAL CONDITION THAT WE SHOULD BE AWARE OF THAT ION IN ANY ACTIVITIES? NO, YES IF YES, PLEASE

## **For Volunteers**

# **Volunteer Information Form**

Name:	
	Date:
Address:	
 Email:	Phone:
Occupation:	Employer:
How did you hear about KFTHC:	
What would you like to achieve by volunteering with KF	THC?
Do you have any physical limitations? Explain please:	
What horse experience do you have? (None is required)	
Do you have any experience in working with people with	disabilities?
When are you available?	
Are you interested in working in other areas?  Hay Crew Equipment Care Horse Schooling H  Raising	Horse Care Fund

# **Photo Release**

I hereby consent to and authorize the use and reproduction by KFTHC, Inc., of any and all photographs taken of me for promotional

material, educational activities, exhibits, electronic publications (including the World Wide Web) or for any other use for the benefit of the program. PLEASE CHECK ONE: □ Photo Release Signature: \_\_\_\_\_ Date: Parent/Guardian if under 18 □ DO NOT PHOTOGRAPH: Signature: Date: \_\_\_\_\_ Parent/Guardian if under 18 **Authorization for Emergency Medical Treatment** Name: \_\_\_\_\_\_ DOB: \_\_\_\_\_ Phone: Address: Physician's Name: \_\_\_\_\_ Preferred Medical Facility: Health Insurance Company: \_\_\_\_\_\_ Policy #: Allergies to Medications? **Current Medications:** Persons to be contacted in case of an emergency: 1. Name: \_\_\_\_\_ Phone:

2. Name:	Relation:	Phone:
3. Name:	Relation:	Phone:
Emergency 1	Medical Treatment Consent	
illness during the process of vo property of the organization, I 1. Secure and retain medic 2. Release volunteer medic	dical aid/treatment is required dolunteering at KFTHC or while authorize KFTHC to: cal treatment and transportation, cal records upon request to the avolved in the medical emergency	being on the if needed. authorized
PLEASE CHECK ONE:  CONSENT PLAN  This authorization includes x-1 any treatment deemed "lifesav	ray, surgery, hospitalization, me ring" by the physician. This pro ncy contact(s) listed on your vol	edication and ovision will
•	rent/guardian if volunteer is under 18 years o	of ago
Signature of par	OR	or age.
	LAN mergency medical treatment/aic process of volunteering at KFTI	
	rent/guardian if volunteer is under 18 years or emain on site at all times during	
In the event emergency treatm procedure to take place:	ent/aid is required, I wish the fo	ollowing

Agreement to Assure Staff/Volunteer Confidentiality

I understand that all information regarding participants and former participants must be kept confidential under provisions of KRS 210.235, and the Federal Register, Vol 40, No 127, July 1, 1975. I understand that the information that I receive may only be used within the Kentucky Foothills Therapeutic Equestrian Center (KFTHC) to carry out the prescribed program of assistance for the participant involved, unless the participant or his/her guardian shall knowledgably consent to the release of information.

I am aware that violation of the requirement of confidentiality is punishable by a fine of up to \$5000 or imprisonment for a term not to exceed five years, or both, pursuant to KRS 210.991.

By my signature below, I hereby agree to assure the confidentiality of information I receive from others or obtain from my own observation regarding participants or former participants.

Volunteer Signature:	Date Signed:
Witness Signature:	 Date Signed:

### **Volunteer Release of Liability**

Although every effort will be made to avoid accident of injury, NO LIABILITY can be accepted by any of the organizations concerned including KFTHC, its officers, trustees, agents, employees, each and every one of its members, volunteers or associates or the property owners upon whose land the therapy sessions are conducted.

After considering the benefits and risks of working with equines and individuals with special health care needs, I do wish to volunteer with KFTHC.

## **Liability Release**

would like to volunteer for KFTHC's program. I acknowledge the risks and potential of risk for activities involving equines. I feel, however, that the possible benefits of Equine Assisted Activities to myself are greater than the risks assumed. I hereby, intending to be legally bound for myself, my heirs or assigns, executors or administrators, waive and release all claims for damages against KFTHC, Inc., its Board of Trustees, Employees, Instructors, Therapists, Aids, Volunteers, Equines, Equine Owners, Equipment or Operating Site or the Owners of Jacks Creek Riding Stables, or Forgotten Roads Farm or Woods Point Farm for any and all injuries and/or losses I/my child/my ward may sustain while volunteering at KFTHC, Inc.

"WARNING UNDER Kentucky law a farm animal activity sponsor, a farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities."

I understand that no liability can be accepted by any of the organizations concerned withis therapy.			
Volunteer Signature:	Date:		
· ·	Signature of parent/guardian if volunteer is under 18 years of age.		

## **Volunteer Job Description**

Supervised by: Instructor Cheryl Martin Job Title: <u>Sidewalker</u>

**General Description of Duties:** Support of participant during therapeutic riding activities.

**Specific Job Responsibilities:** Sign in and out. Meet and greet participants, families and visitors. Assist parent of participant with correctly fitting the helmet. Physically assist the rider (during mounting, riding and dismounting). Help the rider guide the horse during the lesson. Bridge the instructor to the rider (repeat directions and redirect attention). Cheer, Encourage and Praise.

**Conditions of Assignment:** Commitment to attend your scheduled lesson for the duration of the sessions. Attend skills development sessions. Under direct supervision of lesson Instructor.

Qualifications, Training and Preparation for Assignment: Attend Volunteer Orientation. Copy of completed and approved Volunteer Training Checklist in personal file. Be respectful and polite to equines, participants, families and other volunteers. Walk and occasionally jog alongside the horse for the duration of the lesson on possibly uneven surfaces. Ability to hold your arm, slightly raised and out to the side for up to 30 minutes, providing support to the rider as necessary. Must have adequate vision to ensure the safety of the rider. Ability to adapt to change and to be flexible and patient. Comfortable working with horses and children and/or adults with disabilities and special needs (including physical contact). Minimum age is 14. Cannot be fearful of horses.

## **Volunteer Expectations**

**Personal Conduct:** When performing services for KFTHC, volunteers are expected to conduct themselves in such a manner as to advance the purposes of and increase public confidence in KFTHC.

**Conflict of Interest:** A conflict of interest is an action based on interest other than those of the participants and/or of KFTHC. There is also a conflict of interest when a volunteer's personal economic interest conflicts with their actions in performing duties as

assigned by the program. The conduct of all of us and our relations with individuals at KFTHC is a matter of vital importance. You should strive at all times to avoid both actual conflicts of interest as well as any appearance of a conflict of interest. The name of KFTHC is not to be used in connection with any issue or product.

**Attendance and Punctuality:** Every volunteer is vital to KFTHC and KFTHC really counts on the services of its volunteers. If you cannot be available as scheduled, please notify the Program Director or the Volunteer Coordinator with as much advance notice as possible.

**Record Keeping:** KFTHC requires that you document services provided. Specifics pertaining to record keeping and gathering of statistical data will be covered as part of your Orientation.

**Service Time Records:** Volunteers are asked to record their volunteer service hours. This information is used to report in-kind donations.

I have read and understand the above:	
Date:	

## Riding Agreement, Release from Liability and Indemnification

Page 1 of 3

WHEREAS, KFTHC owns and/or leases certain horses and ponies (herein collectively "HORSES" and singularly "HORSE") which KFTHC uses in its therapeutic horsemanship and therapy sessions.

WHEREAS, RIDER desires to ride one or more of the HORSES and the terms "RIDE" and "RIDING" herein shall refer to the riding as well as driving, catching, tacking up, bathing, turning out or otherwise handling or being in the vicinity of any of the HORSES, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a HORSE mounted or otherwise handles or comes near a HORSE from the ground.

WHEREAS, KFTHC is willing to permit RIDER to ride the HORSES without compensation to KFTHC on the condition that the RIDER agrees to release KFTHC, as well as its agents, employees, officers, directors, volunteers, representatives, assigns, members, owners of the premises and trails, affiliated organizations, insurers, and others acting on its behalf, as well as the owner of any of the HORSES if that owner be someone other than KFTHC, (all those individuals or entities being released hereinafter shall collectively be referred to as "ASSOCIATES") from any liability in the event that the RIDER dies or is injured while RIDING, and to hold KFTHC and the ASSOCIATES harmless from any clain or expense whatsoever which may result to the person or property of any third part as a result of the RIDER's activities while RIDING; and

WHEREAS the RIDER desires to provide such release and indemnify KFTHC and the ASSOCIATES.

NOW THEREFORE, in consideration of the mutual covenants contained in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which KFTHC and RIDER hereby acknowledge, KFTHC and RIDER agree as follows.

- 1. <u>Permission to RIDE.</u> RIDER may RIDE certain of the HORSES on the terms set forth within.
- 2. <u>Intent</u>. This AGREEMENT shall be legally binding on the RIDER, his or her heirs, assigns, and estate, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the Commonwealth of Kentucky. If any cause, claim or word is in conflict with state law, then that single part is null and void, but the remaining words of clauses shall remain in full force and effect.
- 3. Acknowledgement and Assumption of Risks. RIDER acknowledges that he or she understands that there are numerous obvious and non-obvious inherent risks always present in RIDING, despite all safety precautions, and that related injuries can be severe or even fatal, sometimes requiring hospital stays and resulting in lasting residual effects. These risks and these injuries can be greater than in other outdoor or sporting activities. RIDER hereby acknowledges that he or she knowingly and voluntarily assumes those risks and that RIDER shall be responsible for his or her own safety and that of an unborn child if the RIDER is pregnant. KFTHC advises pregnant women not to ride HORSES, unless given specific permission by the woman's physician. KFTHC also advises RIDERS not to ride alone.

## Riding Agreement, Release from Liability and Indemnification

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4. <u>Natural and Man-Made Conditions.</u> RIDER acknowledges that KFTHC is <u>NOT</u> responsible for total or partial acts, occurrences, or elements of nature that can

scare a HORSE, cause it to fall, or re act in some other unsafe way. Those events include, but are not limited to, thunder, lightning, rain, wind, water, wild or domestic animals, other horses of HORSES, insects, reptiles, which may walk run or fly near, or bite or sting a person or HORSE; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. RIDER also acknowledges that KFTHC is NOT responsible for the man-made conditions which can scare a HORSE, cause it to fall, or react in some other unsafe way. Those events include, but are not limited to the passing of vehicles or equipment, blowing trash, and slippery, uneven or unsafe road surfaces.

- 5. Liability release: In consideration of KFTHC allowing RIDER to engage in RIDING of the HORSES, under the terms set forth herein, the RIDER, for his or herself on behalf of his or her heirs, administrators, personal representatives or assigns, does agree to hold harmless, release and discharge KFTHC and its ASSOCIATES, from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, which may arise from or relate in any way to the RIDER's RIDING of the HORSES, regardless of whether or not that claim or demand, cause of action or legal liability is due to KFTHC's and or its ASSOCIATES' ordinary negligence; and rider further agrees that except in the event of KFTHC's gross negligence and willful and wanton misconduct, RIDER shall not bring any claims, demands, legal actions and causes of action against KFTHC or its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by RIDER in relation to the premises and operations of KFTHC, including while RIDING, handling, or otherwise being near HORSES owned by or in the care, custody and control of KFTHC, whether on or off the premises of KFTHC.
- 6. <u>Indemnification.</u> RIDER takes full responsibility for any harm to person or property (regardless of whether that property is owned by RIDER, KFTHC, any of its ASSOCIATES or any other person or entity) which may result from RIDER's use of HORSES. RIDER hereby agrees to indemnify and hold harmless KFTHC and its ASSOCIATES from and against any liability, claim or expense (including reasonable attorney's fees) which may be asserted against KFTHC in litigation, or which may be demanded or KFTHC in any context than litigation, which arises out of or in any way concerns RIDER'S RIDING of any of the HORSES.
- 7. KFTHC may be classified for certain purposes under the Kentucky Farm Animal Activity Act, as a farm animal activity sponsor or professional, and therefore may be required in this AGREEMENT to call the RIDER's attention to the following notice and warning:

WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY FROM PARTICIPATING IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

### Riding Agreement, Release from Liability and Indemnification

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- 8. Selection of a particular HORSE. KFTHC refuses to select, and disclaims any responsibility for selecting HORSE which is suitable for the RIDER's ability and skill level. However, KFTHC reserves the right to prohibit certain HORSES from being ridden by RIDER or any individual at certain times or at all times. If the RIDER is unsure of the temperament and habits of any of the HORSES, or is unsure whether he or she is competent to RIDE a particular HORSE, RIDER agrees that he or she will discuss the choice of HORSES with KFTHC staff, but RIDER hereby agrees and acknowledges that the choice of which of the HORSES he or she will ride is made solely by the RIDER and not by KFTHC. While KFTHC attempts to accept only those HORSES into its program which have a gentle temperament, RIDER hereby acknowledges that regardless of temperament, all HORSES are capable of, and should be expected to, react and behave in ways which are unpredictable and which can cause injury or death.
- 9. Additional rules: KFTHC requires all RIDERS to be familiar with and obey its rules for RIDING, a copy of which rules are attached to the AGREEMENT and incorporated herein by this reference. Additionally, RIDER agrees that, prior to RIDING,RIDER will check the message boards posted in the KFTHC barn to read any additional rules, warnings or restrictions which may be in place that day and RIDER agrees to abide by all such additional rules, warnings or restrictions.
- 10. <u>Tack</u>: RIDER may use his or her own tack (IF APPROVED BY KFTHC STAFF) or may use KFTHC's tack. In the event RIDER elects to use KFTHC's tack, RIDER is solely responsible for the inspection of tack to ensure that it is safe and in good repair. RIDER acknowledges that saddle girths and cinch straps may loosen during a RIDE. If a RIDER notices this he or she must immediately dismount and tighten the girth strap so as to avoid a potential fall from the HORSE.

11.	Accidental/Medical Insurance Information and Authorization: Should emergency medical treatment be required, RIDER or his or her accident/ medical insurance company <b>shall pay</b> for <b>ALL</b> such incurred expenses.
	RIDER's accident/medical insurance
	company: Policy Number:
	RIDER hereby authorizes KFTHC to obtain such emergency care in the event that
	KFTHC may be called upon to do so.
	ALL RIDERs must sign below after reading this ENTIRE DOCUMENT.
	SIGNER STATEMENT OF AWARENESS
	I, the undersigned, have read and do understand the foregoing AGREEMENT, including all warnings, releases, indemnifications and assumptions of risk, and agree to its terms and conditions.
	Signature of RIDER, or parent/guardian if RIDER is under 18 years of age Date:
	Signature of KFTHC Staff Date
	Volunteer Training Checklist
	Part 1- Classroom or Online Date:
0	Facility Rules and Policies/Safety Guidelines- 3 Policies? 3 Guidelines?
0	Roles in the arena
	Part 2- Hands-On Date: Trainer:
0	Tour of Facility
0	How to Halter- Demonstrate correct installation, correct placement, and fit.
0	How to Groom- Curry, Body, and Face Brush and Hoof Pick- Demonstrate
0	How to Lead a Horse- Safety Considerations?
0	Emergency Dismount- Demonstrate  What to do What to go for Emergencies? In Case of Towns do Fire and Savers
0	What to do/Where to go for Emergencies? In Case of Tornado, Fire, and Severe Weather

# **Volunteer Orientation Verification of Understanding**

Please initial beside each statement number.

This attests that y	you have be	een trained in	, understand	l, and will	practice or	abide by	y this
procedure, policy	y or	statemen	t.				

This attests that you have been trained in, understand, and will practice of ablue by this
procedure, policy or statement.
1. I know the appropriate clothing and footwear options for working in the arena at KFTHC.
2. I know and understand KFTHC's policy on cell phone usage in the arena.
3. I understand KFTHC's "Dismissal Policy".
4. I understand KFTHC's "Inappropriate Language and Behavior Policy".
5. I understand and will practice KFTHC's Safety Guidelines around horses.
6. I understand and will practice "Universal Precautions" when in an emergency situation.
7. I understand KFTHC's Fire Evacuation Plan, what my role is and where Rally Points are, in the
event of a fire emergency.
8. I understand KFTHC's Tornado Evacuation Plan, what my role is and where the Tornado Safe
Room is located, in the event of a tornado emergency.
9. I understand what to do in the event of hearing thunder when riding out of doors.
10. I understand KFTHC's cancellation policy regarding high Heat Index.
11. I understand what to do if a horse gets overheated.
12. I understand what a possible Horse Emergency might be and what to do in that situation.
13. I understand the role and responsibilities of the Leader In a Therapeutic Riding Lesson.
14. I understand the role and responsibilities of the Side Walkers in a Therapeutic Riding Lesson
15. I understand the role and responsibilities of the Instructor in a Therapeutic Riding Lesson.
16. I understand and will practice "Person-First Language" when at KFTHC.
17. I understand the concept of "Love, Language and Leadership" when working with horses.
18. I understand how therapeutic riding can provide benefits to individuals with disabilities.
19. I understand and will follow KFTHC's Policy on Confidentiality.
20. I will interact with all individuals (human and equine) at KFTHC with respect and patience.
I have been trained and understand all of the above.  Volunteer Signature:
Volunteer Signature Date.
Signature of parent/guardian if volunteer is under 18 years of age.
Trainer Signature: Date:
For Participants
For Participants
EASTERN KENTUCKY UNIVERSITY

NAME OF ADULT PARTICIPANT: \_\_\_\_\_

### NAME OF MINOR CHILD PARTICIPANT: \_\_\_\_\_

This Agreement is made for the purpose of setting forth the terms and conditions of Participant's participation in the **EKU Equine Assisted Activities and Therapy Program** at \_\_\_\_\_\_("Activity"). As used herein the term "Participant" refers to the above adult or minor child participant. If the Participant is an adult, the Participant is signing this Agreement on behalf of himself/herself. If the Participant is a minor child, the undersigned adult is making the statements and agreements stated herein on behalf himself/herself as parent or legal guardian of the Participant, and on behalf of the minor child Participant; and the undersigned adult represents to the EKU Psychological Clinic (the "EKU Clinic") and the other Released Parties identified below that he/she is the parent, custodial parent, or legal guardian (as applicable) of the Participant, with legal authority to sign this Agreement on behalf of the Participant. The undersigned adult agrees to indemnify and hold EKU Clinic and the other Released Parties identified below harmless from any and all liabilities, claims, demands, actions, causes of action, losses, and expenses of any nature whatsoever resulting from a breach of this representation.

RELEASE, WAIVER AND COVENANT NOT TO SUE: In consideration for EKU Clinic allowing Participant to participate in the Activity, Participant does hereby release, discharge, waive, and covenant not to sue EKU Clinic, Eastern Kentucky University, and their Board of Trustees, trustees, officers, directors, staff, students, instructors, volunteers, agents, and third party contractors ("Released Parties") from and with respect to any and all present or future liabilities, claims, demands, actions, causes of action, losses, and expenses of whatever nature or kind, and including but not limited to any claim for damage to property, personal injury, sickness, or death to Participant arising from or related in any manner to Participant's involvement in the Activity, use of equipment in connection with the Activity, being present upon the premises where the Activity is being conducted, receiving instruction, or traveling to or from the Activity, including but not limited to any claim based upon: (1) any wrong doing or negligence, of whatever nature or kind, including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, (2) any wrong doing or negligence, of whatever nature or kind, including ordinary and/or gross negligence, on the part of the Participant, other participants, or third parties, or (3) any accident, breach of contract, equipment failure, or force of nature (collectively referred to as the "Released Claims").

**ASSUMPTION OF RISKS:** Furthermore, Participant acknowledges that he/she is fully aware of the risks and hazards associated with the Activity, including the fact that horses are unpredictable, that riding or being around horses can be dangerous and result in serious injury, including complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the Activity may subject Participant to the possible reckless conduct of other participants. Participant further understands that horse riding involves a particularly high risk of head and neck injury or broken bones, and that any equipment provided to Participant for Participant's protection may be inadequate to prevent serious injury. Participant hereby elects to voluntarily participate in the Activity with full knowledge of the dangers involved, understands that he/she is releasing the Released Parties from any liability for the Released Claims, including any injuries or death, as contemplated above, and does hereby agree to accept any and all risks of property damage, personal injury, or death arising from foreseeable or unforeseeable causes in connection with Participant's involvement in the Activity. Participant certifies to the Released Parties that he/she is healthy and capable of participating in the Activity, and Participant understands that he/she is solely responsible for determining if there is any medical or other reason that Participant should not participate in the Activity.

#### WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THRE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027

**INDEMNITY AND HOLD HARMLESS:** Participant agrees to INDEMNIFY AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, brought as a result of my involvement in the Activity.

CONSENT TO TRANSPORTATION AND MEDICAL TREATMENT: Participant hereby authorize s EKU Clinic and its staff, employees, volunteers, agents, and third party contractors to provide transportation to and from the Activity if necessary. In the event of a medical emergency, Participant understands that EKU Clinic will make reasonable efforts to contact Participant's emergency contacts listed below, however: (1) Participant authorizes EKU Clinic and its staff, employees, students, volunteers, instructors, and third party contractors to administer first aid or CPR to Participant, if they think it is necessary; (2) Participant authorizes EKU Clinic and its staff, employees, students, volunteers, instructors, and third party contractors to administer appropriate medication if they deem it necessary, except for any medications that Participant has listed below, to call for emergency treatment, if necessary, to transport Participant to a medical treatment facility, and to consent to x-rays, medical or dental examination, diagnosis, treatment, hospital care, anesthetic treatment, or emergency surgery, as advised by the treating physician, surgeon, or dentist if Participant is unable to give consent, or if the Participant's emergency contacts cannot be reached; and (3) Participant authorizes EKU Clinic and its staff, employees, students, volunteers, instructors, and third party contractors to disclose any relevant medical information about Participant as necessary for Participant's treatment. Participant understands that Participant or his/her parent or legal guardian will be solely responsible for any medical, hospital or related charges, which may be incurred in connection with any injury, illness or other medical condition suffered by Participant in connection with the Activity, and that the Released Parties shall not be responsible for any such medical, hospital or related charges. Upon request, Participant or his/her parent or legal guardian will reimburse EKU Clinic or other Released Parties for any charges paid by them on Participant's behalf.

**PHOTO RELEASE:** Participant also authorize EKU Clinic and its staff, employees, students, volunteers, instructors, and third party contractors to photograph or digitally record images of Participant and to record Participant's voice during Participant's participation in the Activity; and Participant authorizes EKU Clinic and its staff, employees, students, volunteers, instructors, and third party contractors to use such photos, images or recordings for any purpose relating to the EKU Equine Assisted Activities and Therapy Program. Participant waives any and all privacy or intellectual property rights he/she may have with respect to any such photos, images, or recordings, and releases the Released Parties from any and all legal claims, demands, or causes of action, of any nature whatsoever, relating to photos, images, or recordings taken of Participant pursuant to this authorization.

**PARTIES BOUND BY AGREEMENT:** This Agreement is entered into on behalf of, and shall be binding on, Participant, Participant's parents and legal guardians (if Participant is a minor child), Participant's spouse (if any), and Participant's estate, heirs, personal representatives, executors,

administrators, assigns, and legal representatives. This Agreement shall be construed in accordance with the laws of the State of Kentucky, and Participant understands and agrees that this waiver is intended to be as broad and inclusive as permitted by the laws of Kentucky. If any portion of this Agreement is held invalid, it is agreed that the invalid provision shall not affect the enforceability of the remainder of the Agreement, and the remainder of the Agreement will continue to be in full legal force and effect.

IN SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT Participant has read the foregoing Agreement, that he/she understands it, that he/she signs it voluntarily as the Participant's own free act and deed understanding that he/she is giving up legal rights and/or remedies which might otherwise be available to him/her, including the right to sue the Released Parties, and that no oral or written representations, statements, or inducements, apart from the foregoing written agreement, have been made. Participant executes this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

Signature:	Date:
Participant	
Signature:	Date:
Parent/Guardian	
PERSONAL AND	CONTACT INFORMATION
DATE:	
NAME OF PARTICIPANT (Please Print) GENDER:	AGE:
SCHOOL:	GRADE:
HOME ADDRESS STATE ZIP	CITY
HOME PHONE ( )P.	ARTICIPANT'S CELL ( )
MOTHER'S CELL PHONE ( )	
EMERGENCY CONTACT	RELATIONSHIP:
EMERGENCY CONTACT PHONE ( )	
PRIMARY CARE DOCTOR:	PHONE: ( )
PREFERED MEDICAL FACILITY:	
INSURANCE COMPANY:	
POLICY NUMBER:	
GROUP POLICY NUMBER:	
LIST ANY ALLERGIES (ie, Allergies to Medicine or	Food) PARTICIPANT HAS:
LIST ANY PRESCRIBED MEDICATIONS PARTIC	IPANT IS TAKING:

DO NOT ADMINISTER THE FOLLOWING MEDICATIONS:
DOES PARTICIPANT HAVE ANY OTHER MEDICAL CONDITION THAT WE SHOULD BE AWARE OF THAT MAY HINDER HIS/HER PARTICIPATION IN ANY ACTIVITIES? NO, YES IF YES, PLEASE EXPLAIN: