

# EQUUSOMA® Student Agreement

EQUUSOMA® students embark on an in-depth process of personal and professional development when taking part in the EQUUSOMA® program and its related offerings. Similar to other multi-level training programs, we have collected key program information and guidelines into one resource for ease of reference, the **EQUUSOMA® Policies Handbook – Student and Practitioner Edition**. Since it is not possible to include all policies below, we ask that you review whichever revision date of the Handbook is most recent prior to completing the present Agreement.

Please initial each section to indicate that you have read it and are in agreement.

## Terminology:

- **“Faculty”** refers to full faculty members and faculty in training.
- **“Team”** refers to individuals who support EQUUSOMA® students in various capacities. The core team includes the founder, office manager, program liaison, and faculty (also referred to as “Administration” for the purposes of this document). Training assistants are also valuable team members. Team members are considered “agents” or “representatives” of the Schlote Psychotherapy Professional Corporation.
- **“Event”** refers to various offerings related to EQUUSOMA®, including but not limited to Level 1 and Level 2 training components, bonus features, as well as other offerings that are separate from the EQUUSOMA® training program, such as webinars, workshops, master classes, special courses, or other experiences.
- **“Student”** and **“participant”** are used interchangeably in this document.

## POLICIES AND PROCEDURES

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I agree to abide by all EQUUSOMA® and Schlote Psychotherapy Professional Corporation policies, procedures, and guidelines included in the **most current revision** of the Policies Handbook, which are subject to change. I understand that the current version of Policies Handbook replaces all previous editions or policies, and that I have reviewed these policies prior to registration. I understand that this Student Agreement does not list all policies but that I am nonetheless bound by all current program policies. I understand that notice of changes to policies may be communicated via email, the EQUUSOMA® website, and/or via regular public means including social media. I agree that such postings and or email communications shall be sufficient notice of any changes to our policies, procedures, and guidelines. I understand and agree that it is my responsibility to check the website, social media, and/or regular public postings for updates and that I am bound by all current policies, procedures, and guidelines.

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## CONFIDENTIALITY

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I understand that I am required to maintain the confidentiality and privacy of other students, animals, and team members in the EQUUSOMA® program, including their attendance and anything they have shared or processed. I understand that EQUUSOMA® events are run with the support of an assisting team, whose role will be to contribute to the safety, containment, and learning experience of the group. The assisting team will meet before and during Practice Modules to debrief and address student needs and concerns. I understand that anything I share with any member of the EQUUSOMA® team pertaining to my capacity to engage in the practice rounds or in the program as a whole, or pertaining to my experience of the program, may be discussed within the team with the intention of supporting me to the best of their abilities and in the interest of addressing feedback.

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I am aware that the names and emails of students and/or assistants within each cohort or at specific events will be shared within the cohort or group for the purposes of facilitating communication. I agree to not disclose any names and contact information to anyone else beyond the event or group without their written consent.

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I consent to having my contact information shared with others for the sole purpose of facilitating professional referrals (for e.g., in response to inquiries for service providers with EQUUSOMA® training, or in a future list or directory on our website, pending the scope of such a list or directory). I understand that my contact information will not be shared with or sold to third parties for solicitation, marketing, or other commercial purposes. I understand that any mention of my contact information does not constitute an endorsement of my skills or services, and that there is no guarantee that I will receive any referrals.

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## **EXPENSES AND FEES**

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**Program pricing – Level 1:** I understand that Level 1 registration fees cover the cost of tuition, which includes access to the videos for the Theory Modules, handouts, attendance at the live online Practice Modules, additional resources compiled for student reference, and the bonus features (live online Q&As and demonstrations).

**Program pricing – Level 2:** I understand that Level 2 registration fees cover the cost of tuition, which includes access to the videos for the Theory Modules, handouts, additional resources compiled for student reference, and attendance at the live in-person Practice Modules (including notepads, pens, and refreshments).

**Incidental costs:** I understand that I am responsible for covering the cost of my log hour requirements (personal sessions, case consultations, and assignment consultations and review), books that are required reading, travel costs, accommodations, meals, and any other incidental expenses, if applicable.

**Service pricing:** I understand that faculty members, assistants, and approved providers set their own fees when offering services to students (such as practice round make up time, and the personal sessions and consultations for log hour requirements). I understand that some providers must charge tax. I understand that some team members may not currently have space available and there may be a waitlist involved in accessing services that are offered on a sliding scale or that are offered pro bono (without a fee). I understand that I may need to disclose my scholarship status to approved providers in order to access a reduced rate.

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## **PAYMENTS AND REFUNDS**

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I understand that payment is required to hold my spot in the training program, and that it is possible to pay for the tuition in instalments, provided that the registration fee is received in full by the stated deadlines. I understand that there are specific conditions under which deferrals or refunds might occur and that these conditions are subject to change. I understand that the Schlote Psychotherapy Professional Corporation is not liable or responsible for any fees, incurred expenses, or lost wages incurred as a result of my having to reserve time to complete any component of the training program should it be cancelled or rescheduled or should I withdraw from an event or the program as a whole.

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## POTENTIAL RISKS

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I recognize that trainings that focus on the “safe and effective use of self” encourage students to reflect and work on how the material affects them personally regardless of their professional scope of practice. This is to support self-awareness, self-regulation, integration, attunement and embodiment. Although there are frameworks, principles, techniques, and practical pieces to learn about, I understand that my nervous system is the main tool that will be emphasized.

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I understand that events that have trauma and equines as a focus are not risk free. I understand that the subjects covered in the program may be deeply personal, and that the same elements that contribute to the unique character and enhance the learning potential and benefits of such experiences can also lead to possible challenges, some of which are described below:

### Group-Based Experiential Learning

- Many students are drawn to and attend the EQUUSOMA® training as a result of personal, ancestral, or collective adverse experiences, whether equine related or not. Certain aspects of the program may be more challenging or activating as a result. For instance, experiential learning involves group activities and varying degrees of social engagement, which may include disclosures about peoples’ and animals’ experiences (even if contained); learning about unconscious patterns; participation-based vulnerability (e.g., during demonstrations, practice rounds, and discussions); unresolved shame, guilt, or feelings of inadequacy that might emerge; interpersonal dynamics and re-enactments with other students, team members, and animals; spontaneously remembering past experiences, etc.

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- Students in each training cohort have varying needs and capacities, which can sometimes conflict with one another. While we aim to apply trauma-informed principles, and to attune, titrate, and customize the experience as much as possible in relation to what is coming up, doing so perfectly for each individual nervous system is impossible. As a result, students are responsible for managing their own safety, voicing their needs, and may opt to “pass” at any point on any individual or group activity or demonstration that they are not comfortable with or feel is beyond their capacity. Alternatively, discomfort with an experiential component may be a clue that the student is experiencing a need that may not yet have been voiced that, if addressed, would allow them to participate. Students have the right to change their mind, set boundaries around what they want to explore during demonstrations and/or practice time, or withdraw consent to participate in experiential components at any time, without this impacting their general involvement in the EQUUSOMA® program, unless it is deemed that the program is not the right fit at the present time. Overall attendance is required to complete the program, and a lack of active participation in experiential practices may limit integration of the material and compromise a student’s ability to progress in the program in terms of their developmental trajectory in relation to the curriculum.

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- While the program aims to support the development of relevant skills and capacity that may help students navigate challenges or activation that may arise, all students are also expected to have a certain level of self-regulation skills prior to starting the program.

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- Activation that arises during the training program is approached as a learning opportunity to teach some of the material, such as how to make sense of it (conceptualization) and how to apply skills and principles to work with it. A willing student may consent to being a volunteer to demonstrate

working with activation in support of teaching the program, for educational or illustrative (as opposed to therapeutic) purposes. The specific issue that resulted in student activation might not be addressed or resolved during the training. Similarly, although training and assisting team members and fellow students may offer a student support if activation arises (provided this does not interrupt the class or interfere with assisting or teaching duties), it is not the role of anyone in the training to resolve this activation within the training context. Anyone who experiences activation during the training, whether students or team members, will take appropriate steps to look after themselves, and is encouraged to obtain further support outside the training.

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- Mistakes can occur when practicing concepts or techniques, which is a normal part of any learning curve. Students are encouraged to make use of the required consultation hours to continue to support their learning, as well as to complete the personal sessions, assigned readings, and other requirements in order to help integrate the material.

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- Faculty members, assistants, and approved providers bring different skill sets and development to their practices. As part of their ongoing development, they also consult with professionals and obtain additional training as required.

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- Research and anecdotal evidence indicate that chronic stress and trauma can have an impact on a developing foetus and can trigger or exacerbate complex health symptoms, if left unaddressed. Also, a person's resilience can sometimes be diminished as a result of adversity, serious health issues, or the physical and emotional effort of pregnancy, resulting in greater vulnerability or a reduced capacity to explore complex topics without feeling overwhelmed. The opposite may also be true, where attending such a training may result in learning skills that help reduce such impacts and support resilience. If you have significant unresolved trauma, are currently facing a crisis, are pregnant, or have other serious health conditions, we encourage you to discuss the training with a qualified health care provider prior to either confirming or postponing your involvement.

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### **Farm Settings, Animals, and Livestock**

- Equines are powerful animals that may jump, run, buck, kick, bite, nip, or step on people or objects, resulting in destruction of property, physical injury, permanent disability, or death. Care and awareness must be exercised around livestock, pets, and wildlife. Also, equipment may fail and weather or terrain conditions can change, which can be dangerous.

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- In-person EQUUSOMA® events are usually held in rural locations. If injuries or illness occur, it may be a considerable distance to doctors, hospitals, or any other type of assistance.

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- Appropriate clothing and protective footwear (sturdy, closed-toed shoes or boots) are required. Fashion footwear and open-toed sandals are not permitted when interacting with equines inside the fence.

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- Experiences involving equines during EQUUSOMA® events mostly take place on the ground. Should any experience involve being on the back of an equine, a riding helmet is required.

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**Communicable Diseases**

- In-person EQUUSOMA® events with animals may expose people to communicable diseases, including zoonotic diseases, especially if these events are held at an international location that has particular risks for infection (which may require travel vaccinations).

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- Anyone attending EQUUSOMA® events will follow any mandatory directives for standard precautions, personal safety, and public safety (including but not limited to exposure and self-isolation protocols) that the EQUUSOMA® team, health authorities, or governmental officials might implement between now and the end of any event pertaining to any epidemics, pandemics, natural disasters, inclement weather conditions, or other emergency situations. The program’s format and requirements for completion may need to be adapted or an event might need to be postponed or rescheduled in these circumstances.

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- At EQUUSOMA® events, masks are currently not required but anyone who wishes to wear one may do so. Physical distancing is encouraged, but may at times be difficult to implement fully due to the nature of these events. We will engage in appropriate cleaning and/or sanitizing of frequently touched areas and objects. However, we cannot guarantee that anyone will not contract COVID-19 or other communicable or zoonotic diseases.

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- I agree that I will not attend an in-person event if I have either had (A) a positive COVID-19 test result, or (B) any of the following symptoms of illness in the week prior to the start of the event: fever, chills, shortness of breath, sore throat, difficulty breathing, or coughing. If any of these occur, I agree that I will only attend if I have a doctor’s note confirming my recovery, a negative test result, or the recommended quarantine period has passed. If any such symptoms arise or if I test positive for COVID-19 or any other emergent illness of public health concern during an in-person event, I will advise the teaching team and immediately self-isolate. I understand that my ability to continue to participate in the in-person event (even with accommodation) is not a guarantee, depends on a number of variables, and is evaluated on a case-by-case basis.

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If I agree to participate in a demonstration, during experiential practice rounds in any capacity, in discussions, or in the program as a whole, I am doing so voluntarily and at my own risk. I will not hold Sarah Schlote and the Schlote Psychotherapy Professional Corporation and their related parties liable or responsible for injury or damage from my participation or involvement in any aspect of the program, and I accept that any result or no result may occur due to my participation or involvement. I understand that potential harm may result from the actions, omissions, or negligence of others (human or equine) and/or myself. I confirm that I have read and considered the above risks and I freely and voluntarily assume any such risks as set out above, or any other risks which may not be presently known.

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## WAIVER AND INDEMNIFICATION

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I will at all times indemnify and hold harmless Sarah Schlote and the Schlote Psychotherapy Professional Corporation and their officers, directors, agents, successors, and assigns (including facility owners and owners of participating equines and other animals) (collectively referred to as the **"Releasees"**) from and against any and all claims, actions, damages, costs, and expenses (including reasonable lawyers' fees) related to my acts or omissions in providing services using material learned during the EQUUSOMA® program as a student or in a professional capacity.

**Initial here:** \_\_\_\_\_

I agree to forever indemnify, release and hold harmless the Releasees from all claims, demands, causes of action, damages, losses, injuries, and expenses arising out of or resulting from my participation in the EQUUSOMA® program/events. I further agree to release, acquit and covenant not to claim against the Releasees for all actions, causes of actions, damages, or damages in law including negligence, or remedies in equity of whatever kind. I hereby waive any and all rights I may now or ever have to make any such claims. I hereby agree that if the Releasee is forced to defend any action, lawsuit or litigation initiated by me, my agents, successors, assigns or my executors or heirs whether on their own behalf or on my behalf, I agree to pay all associated legal fees, disbursements and costs on a full-indemnity basis.

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The ability of a student to complete the program is subject to different variables, such as their own capacity or circumstances, course availability, availability of licensing and trademarks, availability of materials, availability of team members, etc. The Schlote Psychotherapy Professional Corporation shall not be deemed in breach of the Student Agreement if the student is unable to complete the program or any portion thereof by reason of fire, earthquake, labor dispute, epidemic or pandemic, act of God or public enemy, death, illness or incapacity of the student or team or any local, provincial, federal, national or international law, governmental order or regulation or any other event beyond the Schlote Psychotherapy Professional Corporation's control (collectively, **"Force Majeure Event"**). Upon occurrence of any Force Majeure Event, the Schlote Psychotherapy Professional Corporation shall give notice to the student of its inability to perform (or of any delay in completing) the program, and shall propose revisions to the schedule for completion of the program if possible. The Releasees will make reasonable efforts to make the program available but cannot make any guarantees due to variables outside their control.

**Initial here:** \_\_\_\_\_

I confirm that this agreement is the only agreement between me and the Schlote Psychotherapy Professional Corporation regarding my participation in EQUUSOMA® events as a student and use of what was learned during the EQUUSOMA® program outside of the context of said events, and that this agreement supersedes any other similar agreement, and cannot be modified except in writing by the Schlote Psychotherapy Professional Corporation. This agreement is binding upon me and my heirs, executors, administrators, and legal representatives. This agreement is governed by the laws of the Province of Ontario (Canada) and any dispute arising from this agreement or my relationship with the Schlote Psychotherapy Professional Corporation shall be submitted to binding arbitration in the Province of Ontario. Any resulting decision may be entered and issued in a court of competent jurisdiction.

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I confirm that I am fully capable of participating in activities involving humans and equines. I have read the above statement on some of the possible risks and feel that the possible benefits to myself are greater than the risks assumed. I also understand that no amount of caution, experience or instruction can

eliminate all of the emotional and physical risks of participating in the program. I freely accept and fully assume all such risks.

**Initial here:** \_\_\_\_\_

I agree to be responsible managing my own safety and for voicing my needs and concerns in a timely manner. This in turn helps the team to support containment and regulation for the group and to more effectively address and navigate whatever might arise. I will inform the team of any limits with respect to my ability to safely engage in the event or specific activities, known to or reasonably foreseen by me, so that the team can support me to the best of their abilities.

**Initial here:** \_\_\_\_\_

I acknowledge that the Schlote Psychotherapy Professional Corporation reserves the right to approve or deny any application to be a student, EQUUSOMA® Practitioner, assistant, approved provider, or faculty member, and may revoke approval at any time, and approve or deny the participation of any person at any event, in its sole and unfettered discretion, with or without cause, and in accordance with its policies and/or the law. I acknowledge and agree that any revocation of approval or right to participate in any event does not give rise to any losses or damages at law, and I further acknowledge and agree that I shall not commence any action, application, or claim, or attempt to recover any such losses or damages. Informed consent is essential and part of my right to self-determination. I choose to participate in the EQUUSOMA® training and related events voluntarily, knowingly, and intelligently, and I agree to all applicable policies, terms and conditions while a student in the program and/or when acting in a professional (paid or volunteer) capacity outside of any training or event.

**Initial here:** \_\_\_\_\_

I acknowledge that I have read this agreement in full, that I fully understand its terms and the risks associated therewith, that I agree to abide by the stipulations above, and that I have agreed voluntarily and freely without any inducement, assurance, guarantee or representation being made.

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

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

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

# EQUUSOMA® Audiovisual and Media Waiver and Release

*Please review the section in the current revision of the Policies Handbook about policies and parameters related to photography and videography in the EQUUSOMA® program before signing below.*

Whereas, The Schlote Psychotherapy Professional Corporation (the "Producer") is engaged in a project (the "**EQUUSOMA® Program**"), and

Whereas, I, the Participant, have agreed and consented (by virtue of my registration in the EQUUSOMA® Program) to appear in Video Recordings or Photography that I have not opted out of (based on the policies and parameters outlined in the Policies Handbook), and

Whereas, I understand that my voice, name, and image will be recorded by various mechanical and electrical means of all descriptions (such recordings, any piece thereof, the contents therein and all reproductions thereof, along with the utilization of my name, shall be collectively referred to herein as the "**Released Subject Matter**"):

Therefore, I hereby freely and without restraint consent to and give unto the Producer and its agents or authorized representatives (collectively referred to herein as the "**Releasees**") the unrestrained right in perpetuity to own, utilize, or alter the Released Subject Matter, in any manner the Releasees may see fit and for any purpose whatsoever, all of the foregoing to be without limitation of any kind. Without limiting the generality of the foregoing, I hereby authorize the Releasees and grant unto them the irrevocable unrestrained rights to utilize the Released Subject Matter in connection with educational materials, advertising, publicity, public displays, and exhibitions. I hereby stipulate that the Released Subject Matter is the property of the Producer to do with as it will.

I agree to release and forever discharge the Releasees, in their individual and/or corporate capacities, from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf of me, may have or claim to have against the Releasees in connection with the Released Subject Matter. This includes any causes of action in law or equity I may have or may hereafter acquire against the Releasees for libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization by the Releasees or another of the Released Subject Matter.

It is my intention that there is no compensation that I am entitled to receive in connection with any and all usages of the Released Subject Matter. I expressly stipulate that the Releasees may utilize the Released Subject Matter or not as they choose in their sole discretion without affecting the validity of this Release. This Release shall be governed by the laws of the Province of Ontario (Canada).

I hereby certify that I am over the age of eighteen, and that I have read, understood, and agreed to the foregoing.

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

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

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