

ASSISTANCE ANIMAL ACCOMMODATION AGREEMENT

WHEREAS, I, the undersigned, am the owner of a dog, _____ and I have requested an accommodation to Delta State University's policy which generally prohibits pets and animals in dormitories, classrooms, campus, etc.

WHEREAS, Delta State University will consider granting my request provided that an individualized assessment of the animal adequately demonstrates, at the university's discretion, that the animal is not unreasonably dangerous, and that I, the owner, accept full responsibility for any harm caused by my assistance animal.

I represent, acknowledge, and agree to the following:

1. **Representation:** I am not aware of any occasion when my assistance animal has bitten or otherwise harmed another person or myself, and I represent that my assistance animal has not exhibited, in the past or present, any aggressive tendencies which would present any danger or risk to myself or others. Without reservation, I requested by the University, I will obtain an opinion or statement from my assistance animal's veterinarian which reflects whether my assistance animal presents any unreasonable risk to people if allowed on campus anytime.
2. **Leashing:** While outside of my assigned living area but otherwise on University property, my assistance animal will remain on a leash and be accompanied by me. I will not allow my assistance animal to move about freely and unleashed, and I will not leave my assistance animal in the care of a minor.
3. **Rights of others:** I will not allow my assistance animal to unreasonably bother or otherwise interfere with the rights of others to quietly enjoy their use of classrooms, corridors, or other occupied areas on the University grounds. I agree that my assistance animal will not be allowed to remain at University if he or she is noisy or causes any harm to others or property.
4. **Animal Care:** I will be responsible for taking care of my assistance animal or arranging for care in my absence by a reasonable adult. I represent that I will take care of my assistance animal at all times, including maintaining proper health and grooming and proper documentation from my animal's veterinarian as to the current status of shots, medicines, etc.
5. **Cleaning and Damage:** I will be responsible for all cleaning up after my assistance animal, including the sanitary disposal of all waste. I will ensure that my assistance animal uses the designated outdoor location for all bathroom use.
6. **Financial Responsibility.** I agree to be financially responsible for any replacement or repair of damaged items or extraordinary cleaning caused by my assistance animal.
7. **Assumption of Risk.** I, as the owner of my assistance animal, agree to be fully responsible for any risk associated with the presence of my assistance animal on the campus of Delta State University. Accordingly, I assume the risk of harm caused by my assistance animal, and I assume the risk of harm occurring to my assistance animal.
8. **INDEMNIFICATION:** To the extent that any harm is alleged to have been caused due to my assistance animal, I agree to indemnify the University, including its employees, the State Institutions of Higher Learning, and any persons, members, trustees, or entities in privity with them (the "Indemnified Parties").

This indemnification means that I will bear the cost and expenses associated with any loss. caused by me or my assistance animal, either individually or through insurance, and that I will also bear the cost of any award against the Indemnified Parties as well as their cost of defense, so long as the alleged harm is caused by me or my assistance animal.

9. **Release:** I HEREBY VOLUNTARILY RELEASE, INDEMNIFY, AND FOREVER DISCHARGE THE UNIVERSITY, ITS EMPLOYEES, OFFICES, AGENTS, TRUSTEES, AND THE STATE INSTITUTIONS OF HIGHER LEARNING, ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATE FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION WHICH IN ANY WAY RELATE TO OR ARISE OUT OF MY PARTICIPATION IN THE PROGRAM/EVENT OR CAUSES BY MY ASSISTANCE ANIMAL OR THE UNIVERSITY'S ACCOMMODATION OF MY REQUEST.
10. **Notice and Accommodation Efforts.** I agree to work with Delta State University to conform to reasonable requests related to this assistance animal accommodation. Furthermore, I agree to follow all rules and policies while attending classes or residing on campus, unless the university has specifically notified me of an exception being granted to me. I will immediately notify a representative of Delta State University of any problems or safety issues that may arise related to this requested accommodation.

OWNER'S SIGNATURE: _____ **DATE:** _____

**DELTA STATE UNIVERSITY
Office of Disability Services**

ASSISTANCE ANIMAL REGISTRATION FORM

Animal Owner's Name: _____

Phone Number: _____

Address:

City:

State:

Zip:

Animal's Name: _____

Type of Animal: _____

Animal Breed:

Expected Date of Presence on Campus:

***Veterinarian Documentation is required at the time of registration of the animal.**

Owners Signature:

Date: