

**Drake University
Animals/Pets Campus Policy**

Created: October 29, 2010

Updated:

Purpose: To provide direction and process information for animal/pet interactions on campus and for campus events.

Campus Building Policy:

Send policy comments to: [Web Administrator](#)

Responsibility for Administration: Vice President for Business and Finance

Department Policy Resides in: Business and Finance

Animals/pets are normally not allowed in campus buildings unless they are a part of a controlled science lab or required for a disability accommodation as outlined by Iowa State Law 216C. To register an accommodation, a Service/Assistive/Accommodate Form must be on file in the Student Disabilities Services office in Old Main, Room 107. See Residence Life Handbook for Pet Policy in Residence Halls. www.drake.edu/life/residencelife/reslifehandbook.php#pets

EXCEPTIONS:

Campus Outdoor “Recognized/Official” Events*—animals/pets are allowed for outdoor recognized campus event. ** Recognized/Official event is one that is scheduled for a University function or gathering and/or secured with a Letter of Agreement. A special animal/pet area may be designated for an event.*

Mascot Events: animals/pets are allowed for “recognized” mascot campus events, e.g. Athletic basketball game.

All animal/pet owners must sign the attached “Waiver, Liability Release and Indemnification Agreement” form before the animal/pet is present at an event. Depending on the scope of event activities, an owner may be required to provide general liability insurance evidenced through a Certificate of Insurance, listing Drake as additional insured.

NOTE: Drake University personnel reserves the right to remove misbehaving or threatening animals/pets (as discerned by Drake personnel) from the premises when necessary.

CLARIFICATIONS -- SERVICE ANIMAL from [ADA regulations](#). (ADA regulations, current or future, will prevail as Drake’s service animal policy.)

Service Animal Requests: employees and students must establish that they have a disability that prevents them from working, learning or performing other “major life activities.” The service animal must be shown to provide assistance in performing one or more of those activities.

Service Animal Defined: A Service Animal is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. A formal “certification” of the animal by a training provider is not required. No other animals qualify as service animals, except that miniature horses may be used as alternatives to dogs where appropriate.

Work or Tasks of a Service Animal: The work or tasks performed by service animals must be “directly related to the student, employee, or other person’s disability. Deterring crime or providing emotional support, well-being, comfort, or companionship are not approved uses for a service animal under the revised ADA regulations.

Send policy comments to: [Web Administrator](#)

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Department Policy Resides in: Business and Finance

**Release of Liability for Animal(s)/Pet(s) on Drake University's Campus
WAIVER, LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

FOR _____ (Event)

I am a student/employee/or _____ (Circle or fill in blank) at Drake University and have decided to participate in **Event** in _____ (location) from _____ (date) through _____ (date). My participation is wholly voluntary. In consideration of Drake University's agreement to permit me to participate in the **Event**, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability whatsoever (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives) for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are in any way connected, directly or indirectly, with my participation in the **Event**, or any travel incident thereto.

2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives), loss, damage or expense, including attorneys fees, which arise out of, occur during or are in any way connected, directly or indirectly, with my participation in the **Event**, or any travel incident thereto.

3. I recognize and acknowledge that Drake University does not carry health or hospital insurance that would provide insurance coverage for me or anyone my animal/pet may injure while participating in the **Event**.

4. I certify that my pet/animal is current on all vaccinations including but not limited to rabies, distemper and parvovirus vaccinations and complies with all animal/pet City codes and licensing regulations and requirements.

5. I understand that I am completely responsible for my animal/pet's actions at all times, regardless of whether the animal/pet is provoked or not. I am responsible for any damages my animal/pet causes. My animal/pet will be on a leash at all times. I confirm that if my female animal/pet is not in heat.

6. I understand that if I am a Drake employee that brings an animal/pet onto campus, that this action would place the employee outside the scope of his/her job responsibilities. This means that Drake will not defend or indemnify the employee in the event the animal/pet causes harm or loss to any third party or employee, student, or guest whether the animal/pet caused harm or loss **directly**, such as, a bite or destruction of property **or indirectly**, such as, through allergic reaction.

7. I understand that Drake University reserves the right to remove misbehaving or threatening animals/pets (as discerned by Drake personnel) from the premises when necessary.

8. I also hereby grant irrevocable permission for unrestricted use of any photo of me and/or my animal/pet for use in printed matter or any media now or hereafter known.

9. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have and that I have signed it knowingly and voluntarily.

Owner's Signature

Printed Name

Date

Telephone: _____

Address: _____

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**Drake University's
Service/Assistive/Accommodation Form
Student Disability Services**

Please complete this form and submit it to the Coordinator for Student Disability Services (Old Main, Room 107) or her designee prior to the start date in which the service animal will arrive to campus. Complete a new form as any changes in the information about your service animal occur.

Full Name: _____

Local Address: _____

Name of Service Animal: _____

Breed: _____

Brief description of how the service dog will accommodate you: _____

Enclosed with this form are the following documents:

1. Copy of City of Des Moines License
2. Verification of Health Records (veterinary record)
3. Verification of Identification Tag (if applicable, tag showing identification as a working animal)

**Has the service animal ever bitten or shown aggressive behavior towards people? ___ No

___ Yes, Brief explanation of incident: _____

**Is the service animal current on shots, including vaccination for rabies? _____

It is strongly encouraged, if you live in University-owned housing, to consider obtaining renter's insurance. If you have renter's insurance, please provide the following:

Insurer: _____

Policy #: _____

I have read and understand Drake University's Animals/Pets on Campus Policy, and by my signature below I agree to follow the policy throughout my time at Drake University.

Signature _____

Date _____

***The University reserves the right to refuse any service animal that does not fit the definition under Iowa Law and ADA regulations.*