

CHIMACUM SCHOOL DISTRICT

“CREATING THE FUTURE TODAY”

P O Box 278
Chimacum WA 98325-0278

Phone: (360)302-5890

FAX: (360)732-4336

Rick Thompson, Superintendent

Canine Written Indemnity Agreement:

Date: _____

According to Washington State law (RCW 16.08.040), “the owner of any dog which shall bite or injure any one while such person is in or on a public place or lawfully in or on a private place shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such dog or the owner’s knowledge of such viciousness. The dog owner is personally held strictly liable for the damage inflicted on any persons injured or harmed by the dog physically or emotionally in any manner”.

Therefore, if you are going to allow a staff member, student or volunteer to bring a dog into the classroom, we recommend a written indemnity agreement be signed by the parent prior to this arrangement. The following sample letter is what we believe such an agreement should include.

“I understand according to the state law (RCW 16.08.040), the owner of any dog which shall bite or injure any one while such person is in or on a public place or lawfully in or on a private place shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such dog or the owner’s knowledge of such viciousness. Because I have care, custody and control of the dog, I am assuming the responsibilities of a dog owner.

I understand that I am strictly liable personally for the damage inflicted on any persons injured or harmed by the dog physically or emotionally in any manner. I shall provide proof of homeowner’s insurance with a liability limit of at least \$300,000 to back up my claim of financial responsibility.

I shall indemnify, defend, protect and hold the Chimacum School District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, causes of action, costs (including attorney fees), suits or judgments arising out of the injuries and damages in connection with bringing a dog in and outside of district property.

I shall provide proof that the dog is properly licensed, and has received a health check and vaccinations. I shall also make sure that the dog has received regular flea treatment, and is groomed and bathed frequently. I agree to clean up my dog’s waste properly on school property. A waste scoop and disposal bags will be carried at all times.

I understand that the dog must remain on a leash and will not be unattended at any time while on district property. The dog’s behavior in public will be properly maintained. I understand that the district has the right to revoke permission for this activity at any time for non-compliance with any rule in this agreement.

Printed Name and Signature of Staff Member	Date
--	------