

American Disability Act Disclosure and Acknowledgement



Application of The Americans with Disability Act to Website Accessibility

A LOT has changed since the ADA was enacted in 1990, when far fewer people used the internet and disability based discrimination occurred mostly in person. Title III of the ADA provides standards required for businesses' physical locations to properly accommodate disabled individuals and while it does not provide any regulatory guidance for the internet, websites, or mobile applications, the ADA also does not expressly limit its coverage to physical or brick-and mortar locations or otherwise exclude online locations.

As the internet has grown in importance, the ADA's interpretation has been expanded by the Department of Justice ("DOJ") and U.S. courts to apply to websites and mobile applications, despite the lack of clear laws and regulations. Because businesses are being sued and held liable for failing to meet undefined accessibility standards, many have lobbied (so far, unsuccessfully) for clear and specific online accessibility standards but Congress has yet to act (the Online Accessibility Act was introduced in the US House of Representatives on October 2, 2020).

The ADA does not specifically identify websites as "places of public accommodation". The DOJ and U.S. courts' opinions provide a "places of public accommodation" framework on how to apply the ADA's requirements to websites, mobile applications, and other digital content, however, the courts are split on whether "places of public accommodation" are limited solely to physical spaces or businesses that operate a physical location and a website.

In short, the ADA's requirement for accessibility may apply to your business' website. Unless and until a formal policy becomes law, courts and regulators will likely continue to cite the Web Content Accessibility Guidelines (WCAG) as the standard for ADA compliance.

For these reasons, (INSERT AGENCY NAME) offers (WEBSITE DESIGN AND/OR DEVELOPMENT) services to assist your business with accessibility compliance by designing and developing to the WCAG's 2.0 AA standard



Website Accessibility Acknowledgement and Waiver

By signing this waiver, you acknowledge that (AGENCY/FREELANCER NAME) informed you that the United States' American with Disabilities Act (ADA) may require your website to meet and maintain certain accessibility standards. While we endeavor to provide up-to-date accessibility products and services, we are not attorneys and do not provide legal advice, nor can we guarantee use of our services will guarantee you will not be sued nor can we guarantee any outcome in an ADA action against you or your company. No one can.

We are not attorneys, and you are solely responsible for your business' compliance with any applicable accessibility laws.

What we do offer is (INSERT SERVICES such as: web design and development, compliant with the industry standard and best practices WCAG 2.0 AA, documentation regarding accessibility compliance efforts you engage us to perform which may serve as evidence in the event of a lawsuit, accessibility insurance, etc.

You acknowledge that it remains your sole legal and professional responsibility to seek legal counsel regarding your ADA compliance and accessibility responsibilities at a local, state, and federal level and to take necessary action to ensure your website's compliance, which may include actions above and beyond our recommendations.

Please select and **initial next to your plan** for your website's level of accessibility.

_____ **(INSERT DIFFERENT SERVICES, PLANS, OR PACKAGES YOU OFFER FOR ACCESSIBILITY COMPLIANCE).**

_____ **I want extra protection and elect to enroll in the offered accessibility insurance.**

_____ **No, thanks. I've been informed of the potential legal risks and liabilities and choose to proceed with the WCAG, 2.0 AA services.**

Signature

Client Name

Date