

Capital District Kiwanis Education Series

# It's 5 O'clock Somewhere

Risk Management  
for COVID-19



**Kiwanis®**



# **Kiwanis International General Liability Program**

- General Liability insurance
- Directors' & Officers' insurance



# General Liability Insurance Changes



Effective 11/1/2020 the Kiwanis General Liability Insurance will no longer respond to claims related to:

“Pandemic or Endemic Communicable Diseases (such as Covid-19).”



# Definitions



- **Epidemic – As declared by the U.S. Centers for Disease Control (CDC)**
  - **Involves a sudden increase in cases of a disease across a large region or the entire county**
- **Pandemic – As declared by the World Health Organization (WHO)**
  - **Event in which a disease spreads across several countries and affects a large number of people**
- **Must involve a Communicable Disease for the policy exclusion to apply**

# D&O Insurance



- The purpose of the Kiwanis D&O Insurance is to primarily to protect Club and Foundation Directors and Officers from liability for decisions that they make in those capacities.
- There is no change to this coverage due to COVID-19.



# D&O Insurance



- Does that mean our coverage for COVID-19 Claims just moves over from the General Liability to the D&O Insurance?

**NO!**

# D&O Insurance



- Why not?
  - Because the D&O insurance protects clubs from liability for the decisions it makes and how it makes them.
  - D&O insurance does not protect clubs from liability for its actions or activities.
  - Examples



# What do we do now?



- In light of this change to coverage, Kiwanis International has published guidelines and recommendations to clubs to minimize risks associated with COVID-19.
- Those guidelines are published in the “News” Section of the Kiwanis International website at:

<https://www.kiwanis.org/news/newsitem/news/newsitem/guidelines-help-clubs-meet-safely-as-insurance-coverage-changes>



# COVID-19 Guidelines



1. Follow all federal and local laws. The Kiwanis International Bylaws require clubs and districts to comply with laws of local jurisdictions in all areas of operation. This is especially important as it relates to health and safety laws, such as gathering sizes, social distancing and mask requirements.
2. Coordinate with the meeting venue regarding social distancing requirements, mask requirements, food service, cleaning of surfaces, etc.
3. Consider requiring all attendees to obtain a negative COVID-19 test before the meeting. This should be strongly considered for any gatherings of 50 or more people.
4. Require all attendees at meetings to sign a waiver that states that anyone who believes they may have contracted COVID-19 at a Kiwanis event waives all related claims against any Kiwanis club, district or Kiwanis International. Any meeting of youth members (younger than 18 years) in the Kiwanis family will require a signature from a parent or legal guardian. (Sample COVID-19 Waiver form available at [www.kiwanis.org/liability](http://www.kiwanis.org/liability))

# COVID-19 Guidelines



5. Conduct temperature tests on all attendees before they enter the meeting area. Anyone who has a temperature of 100.4 degrees Fahrenheit or above (or 38 degrees Celsius or above) should be excluded from the meeting. (You can keep a record of whether attendees passed or failed the temperature screening, but do not keep a record of anyone's actual temperature)
6. Ask all attendees to certify that they have not experienced any common COVID-19 symptoms in the last 72 hours.
  - The Kiwanis International News article providing guidelines includes a link to a list of common symptoms. The District has also prepared a more streamlined version.)
7. Ask attendees to wear a mask when attending any indoor meeting.



# COVID-19 Waiver Form



## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") is a member of \_\_\_\_\_ Kiwanis (club or District)(the "**Company**") and desires to participate in-person in Kiwanis meetings in the State or Commonwealth of \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_. (the "**Activity**"). As lawful consideration for being permitted by the Company to engage in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. I am aware of the highly contagious nature of bacterial and viral diseases, including but not limited to the 2019 novel coronavirus disease (COVID-19) (collectively referred to herein as the "**Disease**"), and the risk that I may be exposed to or contract the Disease by engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company and/or its volunteers. I understand that while the Company has implemented preventative measures to reduce the spread of the Disease, the Company cannot guarantee that I will not become infected with the Disease or other infectious diseases while engaging in the Activity and that engaging in the Activity may increase my risk of exposure to and/or contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I EXPRESSLY ACKNOWLEDGE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL MEETINGS VIRTUALLY, AND THAT I WILL NOT LOSE THE OPPORTUNITY TO VOTE OR VOICE MY OPINIONS IF I ATTEND MEETINGS VIRTUALLY. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the Company or any Releasees or otherwise (the "Released Claims"). I covenant not to make or bring any such Released Claims claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability for any and all Released Claims.

3. I am familiar with all federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while engaging in the Activity, including, without limitation, requirements relating to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Company while engaging in the Activity. I agree not to participate in the Activity if I am

experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if I have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed or is suspected of having the Disease.

4. Solely in the event that a claim is asserted against any Releasee due to my breach of any of my obligations in Paragraph 3 above, I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers), that are incurred by and/or awarded against the Company or any other Releasees in any final judgment, award, or settlement that arises out of or results from any such claim.

5. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such term shall be severable from this Agreement and shall not affect the validity or enforceability of any other term or provision of this Agreement; further a determination that a term is invalid, illegal, or unenforceable in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Activity occurs (the "Designated Jurisdiction"), as specified herein, without giving effect to any choice or conflict of law provision or rule, whether of the Designated Jurisdiction or any other jurisdiction. Solely in the event of a determination by any court or tribunal having jurisdiction over any dispute that arises under this Agreement, that the laws of the Designated Jurisdiction are inapplicable for whatever reason, then this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Signed:

Printed Name:

Date:



# COVID-19 Event Checklist



## COVID-19 EVENT CHECKLIST

Have you had any of the following symptoms in the last 72 hours? If yes, **please circle all that apply**.

- |                       |                                   |
|-----------------------|-----------------------------------|
| • Fever               | • Muscle aches                    |
| • Chills              | • Headache                        |
| • Cough               | • Loss of sense of taste or smell |
| • Shortness of breath | • Runny nose                      |
| • Sore throat         | • Nausea                          |

Have you have knowing been in close proximity with an individual who has tested positive for COVID-19 within the last 14 days?

**Yes      No**

**I certify that all answers above are true and correct.**

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_



# **How to Contact Your District Risk Manager**

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