**Liability Waivers for Association Meeting Attendees in the Era of COVID-19**

***by Jeffrey S. Tenenbaum, Esq.***

***Managing Partner***

***Tenenbaum Law Group PLLC***

***June 22, 2020***

**As we begin to contemplate and plan in-person meetings and conferences, should our association require all attendees to agree to a liability release and waiver (“waiver”) as a condition of attendance, assuming the risk of attendance and agreeing not to hold the association liable if the attendee contracts the novel coronavirus at the event?**

* If the association believes it can get most of its prospective attendees to agree to the waiver, it cannot hurt the association from a legal risk management perspective and may well help it to require such waivers.
* That being said, waivers are regularly challenged and nullified by courts for a variety of reasons; as such, they can virtually never be viewed as a complete liability shield and should never be relied on as such.
* In order to avoid liability for negligence if an attendee contracts the novel coronavirus at the event (and can *prove* it was contracted at the event), waivers are no substitute for the association undertaking necessary health and safety measures; the CDC’s [June 12, 2020 guidance for large gatherings](https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html) is instructive in this regard and may well establish the current “standard of care” that event organizers are obligated to follow in order to mitigate negligence liability risk (that standard will evolve).
* The event venue(s) (e.g., hotel or convention center) has(ve) a shared obligation to provide for the health and safety of attendees; both to help protect attendees and to help mitigate the association’s liability risk, be sure to get the venue to agree to undertake – and pay for – a specific, appropriate list of health and safety measures.
* The association’s commercial general liability insurance and workers’ compensation insurance policies – neither of which contain exclusions for communicable disease-related claims (as of yet) – should, at a minimum, provide a legal defense for the association should it be sued by an attendee or employee claiming that he/she contracted the novel coronavirus at the event; if possible, also try to get the venue (e.g., hotel) to name the association as an additional insured on its commercial general liability insurance policy.
* If the association does end up utilizing waivers, consider adding a provision to the form whereby attendees affirmatively agree to engage in certain health-and-safety-beneficial conduct while attending the event (e.g., wearing a mask at all times in public areas, engaging in appropriate social distancing, not attending the event if ill).

***For more information, contact the author at*** [***jtenenbaum@TenenbaumLegal.com***](mailto:jtenenbaum@TenenbaumLegal.com)***.***