

# Covid reopening recommendations:

## Waiver

In the ever-changing landscape of this pandemic, businesses continuing operations should be proactive in trying to limit these risks. They should monitor and comply with government rules and guidelines. These businesses—particularly those in the services industries whose very nature requires physical interaction with their customers—should also consider taking steps to protect against possible future liability for coronavirus exposure claims (*i.e.*, claims that a customer contracted coronavirus while on their premises or while an employee performed services at a customer’s home or business and—inadvertently—exposed customers). Even in uncertain times like these, sound legal principles can provide guidance to businesses and industries committed to continuing essential operations.

Have all clients fill out a new waiver form expressly saying that they assume the risk that despite all precautions it is not guaranteed that Covid-19 would be completely eradicated using our cleaning process.

A typical waiver form contemplates assumption of risk of physical exercise and acknowledgement that one could suffer an athletic injury or even get injured from misuse of equipment.

Nobody really contemplates an invisible virus that demonstrably has asymptomatic carriers and also takes at least 2 weeks before symptoms develop.

Suggested wording for a waiver: This is for a Health Club.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Boys & Girls Clubs of San Francisco (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks

and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Club or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Here is another link to look at for a waiver:

<https://form.jotform.com/201173299295057>

**Consider updating your studio policies – see some of our recommendations below:**

### **Studio Policies**

- Adjust Cancellation policy if necessary
- Secure sessions in advance with a credit card prior to a confirmed booking.
- Expirations of packages
- All sessions are approx. 50 minutes long – shorten session time due to cleaning requirement
- No cell phones, pagers, children or pets in Studio – service animals are the only exception
- Studio reserves the right to assign a substitute teacher for group classes – clients should know who will be working with them
- Clean socks are mandatory to use equipment and may not be stored at the studio
- Please do not attend class if you are ill or contagious for the welfare of others

## Additional NEW items

Please do not attend any class if you have been knowingly exposed to an ill person or have traveled outside of the area. Please observe a 14-day waiting period before returning to studio.

No early admittance to studio prior to scheduled session/class time. Please wait outside to be admitted by your instructor.

All shoes must be removed prior to entry to the studio – an area will be provided for shoes.

Hands must be washed before and after all sessions and before any other in-person transaction

Clean towel may be brought to the studio for your personal use only

Personal clean hand/foot straps may be brought to the studio for your personal use only – perhaps consider selling these items

Any item left at the studio may be subject to disposal – please check your surroundings before departing

All financial and scheduling transactions should be done via text, email or online rather than in person whenever possible

All clients must depart directly after the session/class is over

## **Trainers and Set up**

- Reduce group class size to allow for social distancing – rearrange your studio.
- Trainers and Clients should wear masks – this would also depend on local law. At the very least all Teachers should wear masks and perhaps gloves.
- Tactile cues should be avoided and if done teacher should wear gloves.
- Post your updated COVID19 policy at the front door and in another conspicuous place in the studio. This should include your cleaning policy – be clear that between each session that all equipment will be thoroughly cleaned and disinfected.
- If you have a changing room remind them that all left items will be collected and are subject to disposal

•If you have a shower remove it from use immediately. Provide disinfecting wipes for clients to wipe down toilet seats. Remind them to NOT flush them as they will clog.