Amateur Sports and Coronavirus (COVID-19): How To Return to Play

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Updated 6/2/2020

**Applying Risk Management to Address Coronavirus Risk to Allow Your Organization to Re-Open and Return to Play**

The [coronavirus threat](https://www.cdc.gov/coronavirus/2019-ncov/summary.html) and the ultimate impact on society and the sports community is still unknown at this time. The situation is fluid with new information being released almost hourly regarding the progression of the COVID-19 outbreak and what steps various sports organizations are taking to address the situation. The trends have swung from mitigation to cancellation and now back to mitigation again with the planned reopening of sports in many states.

From a pure liability perspective for the reasons to be explained, COVID-19 currently poses a much lesser severity risk (risk of large dollar payout) to sports organizations than the traditional severity risks of child abuse / molestation and concussion / brain Injury. However, in other respects, COVID-19 presents unprecedented challenges due to the elements of societal fear, unknown outcome, incorrect and/or changing information, unparalleled role of media, red state / blue state politics, involvement of government regulation in return to play, threat of financial failure due to shut down and loss of registrations, and mitigation techniques that touch almost every aspect of operations and demand utmost management attention. Nevertheless, any significant threat, including COVID-19, can be addressed with the application of the [**risk management process**](https://www.irmi.com/term/insurance-definitions/risk-management-process) and risk managers and sports organizations are rising to the occasion.

**There is safety in following the lead of authority sources**

In order to prove negligence in failure to cancel or mitigate risks, courts will look to authority sources to determine the standard of care that is owed to sports organization staff, participants, and spectators. Therefore, sports organizations should pay close attention to the mandatory governmental regulations and/or recommended guidelines published by the various authority sources:

* **Federal/State/Local government:** Constantly monitor governmental health agencies such as U.S. Center for Disease Control and Prevention [(CDC)](https://www.cdc.gov/), your state’s public health department and other county/local authorities.
* **CDC Considerations For Youth Sports:** The CDC published guidelines for return to play for youth sports on May 19 of 2020 in a document entitled [**Considerations For Youth Sports.**](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html) However, the CDC states that these considerations should be supplemented by more specific instructions from state and local governments including the timing of permissible return to play.
* **School Districts:**School districts provide localized advice based on the levels of coronavirus risk in a particular community. However, the risk components of school sports may be different than those posed by local, community-based sports organizations.
* **Sports Governing And Sanctioning Bodies:**Monitor the websites, emails, and social media from the sports governing and sanctioning bodies that oversee your sport. Examples of sports governing and sanctioning bodies include [**NFHS**](https://www.nfhs.org/), [**USA Softball**](https://www.teamusa.org/usa-softball), and [**USSSA.**](https://www.usssa.com/home/)

**Potential liability exposure exists for sports organizations**

Below are the most common legal theories of recovery for a claimant who has been allegedly exposed to coronavirus with resulting sickness or death:

1. Negligent failure to cancel event resulting in COVID-19 transmission.
2. Negligent failure to take mitigation steps if events are not cancelled resulting in COVID-19 transmission.

It’s one thing to allege negligence, but it must be proved by showing:

1. Duty owed to the claimant (may be different for participants vs spectators)
2. Breach of duty by not following mandatory regulations and/or guidelines on cancellation or mitigation from sources as CDC, state health departments,  county/local authorities, and sports governing bodies.
3. Breach of duty was the proximate cause of the sickness. Proving causation may be a tall order according to law professor Benjamin Zipurski of Fordham University. Zipurski states that a claimant would need to prove they did not have a virus before the event, they did not come in contact with anyone or any shared spaces on the way to the event, and they did not come in contact with anyone or any shared spaces after the event. This is further complicated by the long incubation period of COVID-19 which may be up to two weeks.  On the other hand, it may be possible to trace the transmission of  COVID-19 if a cluster of multiple people who attended the same event become infected. But despite media publicity over new smart phone COVID exposure tracking apps, it is unlikely that these initiatives will get off the ground due to low voluntary participation as well as concerns over privacy intrusions.
4. Damages (medical bills, loss of income, loss of companionship, disability, pain and suffering, etc.)

In order to prevail, the claimant must prove all 4 elements listed above. Failure to prove just one element will result in failure to prove negligence.

**COVID liability frequency and severity risk and as compared to child sex abuse and brain injury**

So far, the frequency risk (risk of many small lawsuits being filed) of COVID lawsuits is low since there are no known COVID transmission lawsuits that have been filed against sports organizations; however, this may change with the return to play phase. As regards the severity potential (risk of large dollar payout), even though COVID transmission can result in serious injury or death to one or multiple persons, it is believed by most insurance industry experts that the potential for large payouts is low due to the difficulties in proving the proximate causation that is required to prevail in a negligence lawsuit. A common thought among these experts is that COVID liability poses a much lower severity risk than sex abuse / molestation or concussion / brain injury. Also, a COVID claimant is less likely to be angry and seeking revenge since sports organizations, despite their best mitigation efforts, have less control over COVID as compared to preventing child sexual abuse or second impact syndrome and resulting brain injury, for example. In addition, there is a much stronger case for assumption of risk with COVID as compared to child sex abuse and brain injury.

However, based on sports administrator feedback, it appears that some administrators fear the COVID liability risk even more than child sexual abuse or brain injury even if such fears may be unfounded. Perhaps the reason is because media outlets remind the public various times throughout the day about new COVID cases and death counts and how society will never be the same. Just image how fears over child sexual abuse and brain injury would be magnified if the media were to constantly remind parents of the daily counts of child sex abuse and concussion incidents.

**Legal Defenses To COVID-19 Lawsuits**

In order to prove a claim of negligence, the plaintiff must prevail on all 4 elements listed above. As discussed, the element of proximate cause may be difficult to prove in the case of a COVID-19 transmission allegation.

But there are also the following legal defenses that are available:

* **Waiver/Release With COVID-19 Language –** Existing waiver/release agreements for [**minors**](https://www.sadlersports.com/riskmanagement/sports-insurance-waiverminor.php) and [**adults**](https://www.sadlersports.com/riskmanagement/sports-insurance-waiveradult.php) should be modified to add language releasing the sports organization from liability resulting from illness such as communicable diseases including COVID-19. Or, a [**specific COVID-19 waiver/release**](https://www.sadlersports.com/sample-waiver-release-communicable-diseases-including-covid-19/) may be used. In some states, a waiver/release may result in lawsuit dismissal by summary judgment depending on if the participant is an adult or minor. Even if the waiver does not result in a quick dismissal, they often reduce the amount of damages owed. See our blog entitled [**Are Waivers Worth The Paper They Are Written On?**](https://www.sadlersports.com/riskmanagement/sports-insurance-waiverrelease.php)
* **Assumption Of Risk –** Spectators and participants assume a known risk when they decide to attend or participate in a sporting event. Who has not been warned of the risks of coronavirus by the media? An assumption of risk defense can be strengthened by a COVID-19 waiver/release signed by all participants/parents as well as COVID-19 warning signage.
* **Contributory or Comparative Negligence –** Spectators and participants may share in the negligence to the extent that they did not practice personal discipline in taking precautions against transmission. This may result in a total bar or an offset against damages depending on state law.
* **Federal Volunteer Protection Act –** The federal [**Volunteer Protection Act of 1997**](https://en.wikipedia.org/wiki/Volunteer_Protection_Act) provides certain immunity for volunteers of not for profit associations. There are also state law versions which are preempted by the federal act to the extent that the federal act provides stronger protections. These immunity acts do not apply to the extent of gross negligence or other wanton or willful behavior
* **Charitable Immunity –** For the most part, absolute charitable immunity is now dead but there are about 12 states that have some form of [**limited charitable immunity that is worth researching as a potential defense to protect not for profit entities**](https://wagenmakerlaw.com/blog/immunity-or-not-charitable-tort-liability-limits-modern-times). These states include Alabama, Arkansas, Georgia, Maine, Maryland, Massachusetts, New Jersey, South Carolina, Tennessee, Virginia, Utah, and Wyoming.
* **Federal Or State COVID-19 Immunity** – There is talk of an imminent federal COVID-19 immunity act to protect businesses including sports organizations from the liability risk of opening up operations. Many states will also pass their own versions and/or governors may issue temporary immunity proclamations. The governor of [**AL recently issued the first COVID immunity proclamation**](https://www.alreporter.com/2020/05/08/gov-kay-ivey-extends-public-health-emergency-issues-covid-19-lawsuit-protections/). These statutes and proclamations will provide much needed relief but will exempt willful or reckless disregard for COVID-19 mitigation best practices.

Regardless of the difficulties of a claimant in proving negligence and the existence of these defenses, we live in a litigation happy society and even frivolous litigation can result in legal defense costs.

**Does General Liability insurance provide coverage for sports organization that are sued for failure to cancel or mitigate?**

***Here is the short answer:***

No one can say with 100% certainty whether a General Liability policy will pay for part or all of a COVID-19 transmission lawsuit. The insurance carriers did not contemplate that this policy would pay for liability arising from a pandemic. But whether the carrier will be forced to respond and pay for a legal defense is a complicated matter. The answer depends on a number of factors including the exact causes of action alleged in the lawsuit papers, the facts in a particular case, the existence of certain exclusions in the policy, and how the various courts and jurisdictions interpret the policy provisions.

**If your policy does not include a specific exclusion for communicable disease, virus, or pandemic, you have a much better chance that your carrier will provide legal defense and coverage according to several sports insurance industry claims managers. Insurance carriers are cautious and often provide legal defense under a reservation of rights letter due to fears over a bad faith refusal to settle lawsuit and the associated multiplied and punitive damages. However, even without the communicable disease exclusion, carriers will likely refuse to defend if a sports organization engages in blatantly negligent behavior such as returning to play before clearance by state and local authorities and failure to implement the most basic mitigation best practices.**

In addition, if just one of the causes of action in the lawsuit papers is potentially covered, the insurance carrier will normally be required to provide a legal defense even if any settlement or adverse jury verdict is not completely covered. And a legal defense is likely to be the most important element in a COVID-19 transmission lawsuit since as it will be extremely difficult to prove negligence for the reasons stated above.

***Here is the long answer:***

In a very brief and over-simplified summary, the General Liability policy responds to certain lawsuits alleging “bodily injury”  or “property damage” caused by an “occurrence” and not otherwise excluded. COVID-19 definitely falls under the definition of “bodily injury” which includes sickness.  But whether a COVID transmission event is an “occurrence” could be subject to debate. Generally, an “occurrence” is similar to an accident and is something that is not intended or expected. Some courts may rule that a transmission during an event in the middle of a pandemic does not fall under the policy definition of an “occurrence” if the outcome would be expected. Other courts may rule that there is an “occurrence” because the transmission was accidental and unintended even if the decision to hold the event was a poor one.

If the court finds that a COVID transmission incident is an “occurrence”, coverage then hinges on whether an exclusion applies. An exclusion is a provision that takes away coverage. To follow are some potential exclusions that could result in a claim denial:

* Communicable Disease, Pandemic, Or Virus Exclusion – At the present time, most sports General Liability policies do not include such exclusions. However, moving forward, expect most insurance carriers to add one of these exclusions on policy renewals in an attempt to clarify their intent to not cover liability arising from a pandemic.
* Intentional Injury Exclusion –  The intentional injury exclusion applies to “bodily injury” (includes sickness) that is expected or intended. If the sports organization moves forward with practice or play despite a mandate to the contrary from the state or municipality or without following recommended mitigation techniques, some authorities have suggested that it is possible that the insurance carrier may deny the claim citing the intentional injury exclusion. This is based on if a reasonable person could or should expect the virus to spread because of actions taken or decisions made. However, according to [**IRMI**](https://www.irmi.com/articles/expert-commentary/cgl-exclusion-for-expected-or-intended-injury), such an interpretation may not be appropriate as “in order to rely on this exclusion, the insurer must demonstrate bodily injury or property damage was expected or intended by the insured—whether the act itself was intentional is not the measure of this exclusion.”
* Pollution Exclusion – Some courts have ruled that a virus is a “pollutant” for the purposes of the pollution exclusion. However, the majority view is that a naturally occurring contaminant such as a virus is not a “pollutant” because it does not fall under the category of environmental pollution.

**Homeowners Liability And Personal Umbrella Insurance May Provide Coverage For Individual Volunteers**

Homeowners Liability and Personal Umbrella policies usually cover insureds while conducting duties as a volunteer for not for profit sports organizations. If these policies don’t include an applicable communicable disease or similar exclusion, it is possible that they are a source of legal defense and would pay for any settlement or adverse jury verdict. Most personal policies do include some type of communicable disease exclusion, but many are worded to apply only to situations where the insured was personally the source of the transmission of the communicable disease. Of course, that is usually not the case where an insured is a volunteer coach or administrator and is shot gunned into a lawsuit. The carriers may also argue that the transfer of a communicable disease was not an “accident” or was an “intentional injury” but these are not likely the majority view. In any event, any COVID claim naming an individual volunteer staff member or administrator should be turned in to any existing Homeowners Liability or Personal Umbrella carriers.

**Different levels of transmission risk factors for different sports organizations**

The following factors should be considered when a sports organization makes decisions regarding cancellation or how to best mitigate coronavirus risks. Know the risk factors for your particular sports organization and tailor a plan to fit your specific needs.

* What is happening in your specific community. If coronavirus is present or widespread in your community, you should increase your level of aggressiveness in applying risk management.
* Type of competition: the risk of transmission increases from lower to higher as organizations move from virtual conditioning and training at home under instructions from a coach; team-based practice with social distancing and no sharing of equipment; team-based practice without social distancing and sharing of equipment; within-team scrimmaging; competition with teams from within your geographic area; and competition between teams from different geographic regions
* Analyze separately the risks from the perspective of staff, participants, spectators, and third-party vendors. Mitigation plans may need to be customized for each group.
* According to the [**CDC**](https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html), the risks to older adults and those with serious chronic medical conditions are elevated. According to [**U.S News & World Report**](https://health.usnews.com/conditions/articles/how-does-the-coronavirus-affect-children-and-infants), children and teens are at a lower risk and typically have milder symptoms or none at all and the death rate is much lower than middle aged and older populations. Exposure transmission to seniors may occur in their role as sports participants, coaches, spectators, or parent/guardians. Mitigation plans should be adopted to protect those with the highest level of risk.
* Playing locally vs travel: Local play entails less transmission risk than air, bus, or train travel. Staff and participant travel to out-of-town conferences or competitions is a higher risk activity.
* Spectators: Higher spectator transmission rates can be expected when spectators are indoors, confined in a small enclosed space, seniors, or have compromised immune systems.
* Crowd size: The larger the crowd size, the greater the transmission risk. Sports organizations may adopt guidelines to reduce risk by limiting attendance to one person per participant; maintaining separate entry and exit points; not allowing congregating at common areas such as concessions, bathrooms, and information boards; and enforcing social distancing guidelines of 6 feet between non family members.
* Sport specific player contact: Some sports have more spacing and less close contact between players such as baseball, softball, cross country, track & field, tennis and golf. Other sports such as basketball, soccer, football, and lacrosse have much closer spacing and player contact. Sports with higher levels of close contact should limit such exposure during practices to a certain number of minutes and should concentrate on conditioning and drills that don’t require close contact.
* Sport specific shared equipment: Different sports have different levels of touching shared equipment followed by the touching of participant mouth, nose, or eyes.
* Player ages: Younger age groups have more difficulty in following instructions about social distancing; touching mouth, nose, or eyes; sharing water bottles; etc.
* Size of team: Teams with higher numbers of participants have increased transmission risks. Consider decreasing team size or breaking up teams into pods that have limited close contact with other pods within the same team.

**Sample risk management guidelines to mitigate COVID risks**

(Note: references to staff means coaches, team specific staff, and general league staff members which may include directors/officers, umpires/referees, gate workers, scorekeepers, concessions, field maintenance, janitorial, etc.)

Manage

* **COVID Coordinator:** Appoint a COVID coordinator to oversee all aspects of the COVID risk management plan including development from appropriate resources, implementation, monitoring, updates/changes, communications, staff training, regulatory compliance, and answering player, parent, and staff questions about COVID concerns.
* **Compliance With State And Local Guidelines:** Make sure that the sports organization is in compliance with all state and local COVID guidelines including return to play dates and maximum group sizes.
* **Training**: Train all players and staff on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
* **COVID Self-Reporting:** Be familiar with and comply with all regulatory requirements, privacy policies, and information sharing regulations as regards COVID-19 self reporting of symptoms or positive tests by players or staff as well as by related family members with whom they have had [**close contact**](https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html).
* **Spread Out Scheduling Of Practice And Games:** There should be enough time between practices and games to allow one group to vacate the premises before the next group enters as well as for proper sanitation of surfaces and other equipment.
* **Back Up Staff:** Have a back up staffing plan in the event that staff members become infected.
* **High Risk Staff:** Limit staff with underlying conditions from attending or working the sporting event. (Source: TX Checklist For Youth Sports Operators.)
* **Documentation:** In the event of COVID transmission litigation, the sports organization must be able to provide written documentation of the implementation of the COVID risk management program.

Communications

* **Pre-Season:** Sports programs should disseminate information to all staff, players, parents, and spectators about the COVID risk and practices that should be undertaken to mitigate risks. Information should be disseminated by way of email, social media, coach talks, and public announcements.
* **Self-Reporting Of COVID Symptoms:** Be prepared to disseminate information to concerned parties about any COVID-19 incident while complying with all regulatory requirements and privacy laws.
* **Staff Meetings:** Consider cancelling in-person staff meetings and replace with Zoom meetings or conferencing by telephone.
* **Risks To Seniors:** Provide notice to all parents or guardians of the enhanced risks of players being in direct contact or anyone 65 or older for 14 days after participating in a sport event or practice. (Source: TX Checklist For Youth Sports Operators.)

Pre-Event

* **Stay Home When Appropriate:** Players, staff, and spectators should be instructed in communications to stay home when they are showing symptoms of COVID-19, have a temperature over 100.4 Fahrenheit, have tested positive for COVID-19, or have had close contact with a person with COVID-19.
* **Symptom Checking:** Conduct pre-event observation and/or questioning of all players and staff about the existence of any COVID symptoms including cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.4 degrees Fahrenheit, or known close contact with person who is lab confirmed to have COVID-19. (Source: TX Checklist For Youth Sports Operators.)
* **Temperature Check:** Players, staff, and spectators should be asked to take their own temperature before leaving the house and they should stay at home with any reading of [**100.4 Fahrenheit or higher according to CDC definitions of reportable illnesses**](https://www.cdc.gov/quarantine/air/reporting-deaths-illness/definitions-symptoms-reportable-illnesses.html) for contagious disease. The sports organization can assign a staff member to use an infrared non-contact forehead thermometer to take the temperature of all players and staff before they enter the field/facility. Any reading of 100.4 or higher should result in a denial of entry. These thermometers are now commonly available for under $100. (Note: The CDC Considerations for Youth Sports guidelines no longer suggest taking temperature checks at home or on location but this still may be a requirement of state or local governments.)
* **No Congregation:** Players and team staff should not congregate prior to a practice or competition event and should stay in cars until right before warm ups for the practice or competition and should avoid other groups that are leaving the prior event.
* **Team Check In Process:**  Team staff and players should continue social distancing during the team check in process for competitions. There should be a single point of contact for teams during events.
* **Disinfect Hard Surfaces:** When arriving at team seating or sideline areas, team staff should disinfect all hard surfaces such as benches, railings, and equipment racks.

Post-Event

* **Cleaning:** Team staff should clean and dispose of all trash from player seating or sideline areas when departing practice or games.
* **No Congregation:** Players and team staff should quickly exit the practice or playing location after the event and go directly to their cars without congregating with other teams or spectators in common areas.

Social Distancing

* **6 Ft. Rule:** All players, staff, and spectators should practice social distancing of 6 ft. whenever possible, especially in common areas.
* **Pre And Post Event Social Distancing:** Social distancing should be practiced by players and staff during all locker room activities, instruction, explanation of rules, pre-game strategy, and post game briefing sessions.
* **Restructure Practices:** Restructure practices to greatest extent possible to concentrate of conditioning, drills, skill building and limit close contact to a specified number of minutes during simulation drills and scrimmages.
* **Breaking Up Large Teams:** Consider breaking up large teams into pods during practice that have limited close contact with other pods on the same team.
* **Pre-Game Warm Ups:** During pre-game, players and staff should maintain the 6 ft. distance if possible during warm ups and drills and should only have close contact during actual competition.
* **Social Distancing Monitors:** Identify adult staff members to help maintain social distancing between players, staff, and spectators (if allowed by state law).
* **No Handshakes/Celebrations:** Players and staff should refrain from handshakes, high fives, fist/elbow bumps, chest bumps, group celebrations, etc.
* **Waiting In Cars:** Players and team staff should wait in their cars with parents/guardians until just before the beginning of a practice, warm-up or game instead of assembling in groups.
* **Car Pools:** Discourage the use of car pools to transport participants who do not live in the same household.
* **Spectator Social Distancing:** Spectators should follow social distancing of 6 ft. whenever possible and should avoid being in groups of greater than 10 persons. Where social distancing is not feasible, spectators should wear face coverings and wash hands or use hand sanitizer (60% alcohol) frequently.
* **Limiting Spectator Attendance:** Some sports organizations may choose to limit spectator risk by limiting attendance to essential staff and limited family members.
* **Off Site Activities:** Avoid off site team activity events such as swimming, team meals, bowling, watching professional teams, etc.

Personal Protective Equipment (PPE) And Personal Disinfectants

* **Educate:** Teach players and staff and reinforce the use of wearing cloth face coverings. Wearing face coverings is most critical when physical distancing is difficult.
* **Face Coverings For Coaches And Staff:** All staff should wear PPE such as face coverings and gloves whenever applicable. (Note: CDC Considerations For Youth Sports does not suggest the use of gloves except for when removing garbage bags or disposing of trash.)
* **Player Face Coverings:** Players should wear face coverings in close contact areas and situations where applicable. Players should be allowed to wear face coverings during competition if they choose to do so as long as they don’t compromise the safety of any and all participants.
* **Parent / Spectator Face Coverings:** Parents and spectators should wear face coverings whenever they are at the facility and in close contact with a non family member.
* **Don’t Touch Face:** All persons wearing face coverings should be reminded to not touch their face covering and to wash their hands and/or use hand sanitizer (60% alcohol) frequently.
* **Player Provided Hand Sanitizer And Wipes:** Parents should provide all players with hand sanitizer for use between play periods as well as antibacterial wipes for disinfecting player provided equipment.
* **Staff Provided Hand Sanitizer And Wipes:** Staff members should provide their own hand sanitizer for frequent use and antibacterial wipes for disinfecting hard surfaces and shared equipment.

Playing Equipment

* **Spacing Of Player Equipment:** Player equipment should be spaced accordingly to prevent close contact.
* **Player Provided Equipment:** Players should be encouraged to bring their own equipment and to not share with others. Player provided equipment should be kept separate and in individual bags or containers.
* **Limit Team Shared Equipment:** The use of team shared equipment (e.g. protective gear, balls, bats, etc.) should be limited whenever possible and should be sanitized after each use if possible. Otherwise, limit use of team shared supplies and equipment to one group of players at a time and sanitize between use.
* **Water Bottles:** Water and sports drink jugs should no longer be provided by sports facilities or sports organizations. Players and staff should bring their own water bottles to all team activities to help to reduce transmission risk. Individuals should take their own water bottles home each night for cleaning and sanitation. Visiting teams should also bring their own water bottles.

Facilities

* **Foot Traffic Control:** Larger facilities should encourage social distancing by designing multiple foot traffic entry and exit points.
* **Water Fountains:** Should be closed with tape and signage stating that they are not to be used. Or, if they are to remain in service, should be sanitized at least hourly during use but participants should be encouraged to bring their own water bottles.
* **Concessions:** Concessions should be discontinued unless the sports organization is in a position to strictly enforce precautions. Precautions include 6 ft spacing markers in concession lines between customers; staff instructed to not report to duty if they don’t feel well, have symptoms, or have a temperature; staff required to wear gloves and face masks; steps taken to prevent cross contamination; and frequent sanitation of all surfaces.
* **Rest Rooms:** Small rest rooms should limit occupancy to one person at a time and larger rest rooms should provide 6 ft distance markings.
* **Cleaning/Disinfecting:** Sports facility owners/operators and team staff should use disposable disinfectant wipes on all training areas, locker rooms, equipment, common areas, door handles, railings, water fountains, seating, bathrooms, etc. on a regular basis.
* **Hand Washing And Hand Sanitizer Stations:** Facilities should provide hand washing stations that are foot activated and hand sanitizer (60% alcohol) stations.
* **Information Boards:** Discontinue the use of physical posting of brackets, rules, etc. and instead post online.

Sports Organization Provided Supplies

* **Hand Sanitizer:** If hand washing stations are not readily available at the facility, sports organizations should provide hand sanitizer (60% alcohol) and should schedule mandatory use at breaks.
* **Food:** If food is offered, provide in pre-packaged boxes or bags for each player or staff member and don’t share utensils.

Personal Discipline

* **Hygiene/Hand Washing/Touching Face/Laundering:** Players and staff should practice proper hygiene, wash hands frequently with soap and water for at least 20 seconds, use alcohol-based hand sanitizer (with at least 60% alcohol), abstain from touching their face (mouth, eyes, or nose), refrain from spitting, and cover their cough or sneeze with a tissue and throw tissue in the trash.  Carry small bottles of alcohol-based disinfectant when hand washing facilities are not available. Clothes should be laundered after all workouts.
* **Healthy Practices:** All players and staff should practice healthy habits including adequate hydration to keep mucous membranes moist, consume a varied, vitamin-rich diet with sufficient vegetables and fruits, and get adequate sleep.

When Someone Gets COVID-19 Or Has Close Contact

* **Educate:** Make sure that staff and family members understand that any sick person should not attend any activities and that they should notify the COVID coordinator if they or any other staff member or player becomes sick with COVID-19 symptoms, tests positive, or has had close contact with someone who has COVID-19 symptoms or has tested positive.
* **If COVID Symptoms Exhibited During Event:** If a player or staff member exhibits symptoms during an event, they should immediately be separated and sent home or to a health care facility depending on the severity of the symptoms. They should not be allowed to return to activity until they have met the CDC criteria to discontinue home isolation.
* **Player Or Staff Member Return To Sports Activity:** See [**CDC guidelines on When You Can Be Around Others After You Had Or Likely Had COVID-19**](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html?CDC_AA_refVal=https%253A%252F%252Fwww.cdc.gov%252Fcoronavirus%252F2019-ncov%252Fprevent-getting-sick%252Fwhen-its-safe.html). Here is a summary:
	+ **They think or know they had COVID-19, and had symptoms:** Players and staff can be with others after: 3 days with no fever, and symptoms improved, and 10 days since symptoms first appeared. Depending on healthcare provider’s advice and availability of testing, player or staff member might get tested to see if they still have COVID-19. If they are be tested, they can be around others when they have no fever, symptoms have improved, and they receive two negative test results in a row, at least 24 hours apart.
	+ **They tested positive for COVID-19 but had no symptoms:** Players and staff can be with others if they continue to have no symptoms after 10 days have passed since test. Depending on healthcare provider’s advice and availability of testing, they may get tested to see if they still have COVID-19. If they have been tested, they can be around others after they receive two negative test results in a row, at least 24 hours apart. If they develop symptoms after testing positive, they must follow guidance above for “They think or know that they had COVID-19, and had symptoms.”
	+ **They have been around a person with COVID-19:** Players and staff who have had [**close contact**](https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html) with someone with COVID-19 should stay home for 14 days after exposure based on the time it takes to develop illness. It is possible that someone could be able to spread COVID-19 for up to 14 days even if they do not have symptoms. According to CDC, “…factors to consider when defining close contact include proximity, the duration of exposure (e.g., longer exposure time likely increases exposure risk), whether the individual has symptoms (e.g., coughing likely increases exposure risk) and whether the individual was wearing a facemask (which can efficiently block respiratory secretions from contaminating others and the environment). Data are insufficient to precisely define the duration of time that constitutes a prolonged exposure. Recommendations vary on the length of time of exposure but 15 min of close exposure can be used as an operational definition. In healthcare settings, it is reasonable to define a prolonged exposure as any exposure greater than a few minutes because the contact is someone who is ill. Brief interactions are less likely to result in transmission; however, symptoms and the type of interaction (e.g., did the person cough directly into the face of the individual) remain important.”
* **Player Or Staff Has Close Contact:** Anyone with close contact with a person exhibiting symptoms should also be separated and sent home and should follow CDC guidelines for self-monitoring and procedures for community related exposures.
* **Cleaning / Disinfecting Surfaces:** Any areas, surfaces, or shared objects used by a sick person should be closed off and not used until after cleaning and disinfecting. If possible, it is recommended to wait at least 24 hours before cleaning and disinfecting.
* **Notification:** Notify local health officials, staff, and family members immediately of any lab confirmed case of COVID-19 while complying with local state and privacy and confidentiality laws as well as with the Americans With Disabilities Act.
* **Multiple Infections:** If 3 or more team members test positive for COVID-19, work with state and local health care officials about continued operation of the sports league. (Source: TX Checklist For Youth Sports Operators.)

Risk Warning And Assumption Of Risk

* **Waiver/Release:** Waiver/release agreement forms should be updated to address the risk of communicable diseases such as COVID-19 in addition to injury. See our updated waiver/release agreements for [**minors**](https://www.sadlersports.com/riskmanagement/sports-insurance-waiverminor.php) and [**adults**](https://www.sadlersports.com/riskmanagement/sports-insurance-waiveradult.php). In addition, we have a new, **[stand alone COVID-19 waiver/release](https://www.sadlersports.com/sample-waiver-release-communicable-diseases-including-covid-19/)** for those sports organizations that already collected their normal waiver/release forms for the season.
* **Coronavirus Warning Signage:** Post conspicuous signage at sports facility in highly visible locations (ex: entry, exit, and rest rooms) warning of coronavirus risks and what steps can be taken to reduce such risks. Here is some sample language that should be reviewed by local legal counsel:
	+ Coronavirus Risk Warning
		- It is suggested that seniors or others with compromised immune systems not participate in or attend this event due to risk of infection.
		- Do not enter if you are exhibiting any signs of illness such as sneezing, coughing, sniffles, have fever, or don’t feel well.
		- Do not enter if you have recently tested positive for COVID-19 and have not been cleared or if you have had close contact with someone who has.
		- If you are repeatedly sneezing or coughing, you may be asked to immediately leave the premises.
		- All players, staff, and spectators should practice responsible social distancing by remaining at least 6 ft apart whenever possible.
		- All players, staff, and spectators should wear face coverings whenever applicable.
		- Wash your hands and/or use hand sanitizer upon entrance, during the event, before and after you eat, and as you leave. Hand washing and hand santizer stations are provided.
		- Avoid touching your face including your eyes, nose, and mouth.
		- Small public restrooms should limit occupancy to one person at a time.

For more details on the sample mitigation guidelines above, see [**CDC Considerations For Youth Sports**](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html).

**Other insurance policies that may apply to coronavirus**

[**Event Cancellation Insurance**](https://www.sadlersports.com/eventcancellationinsurance/) is a stand-alone policy that pays for certain financial loss if an event is cancelled, postponed, curtailed or relocated beyond the control of the policyholder. Covered perils may include, but are not limited to, hurricanes, earthquakes, severe/adverse weather, outbreak of communicable disease, terrorism, labor strikes, non-appearance of key people, and unavailability of the venue due to fires, floods or power outages

Though outbreaks of communicable disease are commonly covered under Event Cancellation policy forms, the two leading carriers have recently started to exclude (not cover) coronavirus on newly issued policies. One carrier is issuing a specific coronavirus exclusion, whereas the other considers it to be an excluded pre-existing condition. However, Event Cancellation policies issued prior to the addition of the recent coronavirus restrictions may not have a coronavirus exclusion.

Also note that even if a coronavirus exclusion does not exist, a claim would only be covered if it is not possible for the event to move forward due to travel restrictions, state or local ordinance restrictions, or the suspension of facility operations. These factors are beyond the control of the insured. It is not enough that the attendees or event organizers have a fear of traveling or of catching the virus and voluntarily make the decision to cancel or alter the event.

[**Directors & Officers Liability**](https://www.sadlersports.com/directors-officers-liability-insurance-for-sports-recreation-organizations/)covers the business entity and its directors and officers against certain lawsuits alleging managerial negligence that results in economic damages or the violation of rights of others under state, federal, or constitutional law. It is possible that a decision involving the failure to anticipate the financial impact of coronavirus and to take appropriate action could result in economic damages to the business and a subsequent lawsuit by shareholders or other stakeholders against the negligent directors and officers. However, D&O carriers may attempt to deny such a claim because of the “bodily injury” exclusion that is found in D&O policies. Many claims adjusters will take the position that economic damages arising out of bodily injury (i.e. coronavirus sickness) are excluded. However, this position is already being challenged in the courts in other contexts and the ultimate results are unclear.

[**Worker’s Compensation / Employer’s Liability Insurance**](https://www.sadlersports.com/workers-compensation-for-sports-recreation-organizations/)covers certain on-the-job injuries and occupational diseases to employees and uninsured subcontractors, including medical bills, lost wages, and disability awards. It’s possible that an infected employee could file a Workman’s Compensation claim. However, Worker’s Compensation Commissions in some states may take the position that a covered occupational disease must be one that is specific to employment and not an ordinary disease to which the general public is exposed outside of employment. An exception may be health care workers who are exposed as part of their employment.

**Business Interruption.**Sports facility owners and other sports organizations that own buildings or insure contents may carry a Commercial Property policy. Commercial Property policies often include Business Interruption / Extra Expense insurance which provides coverage for loss of business income (lost profit plus continuing operating expenses) while operations are totally or partially shut down as a result of a covered loss to insured property.  Also provided is Extra Expense coverage for the additional and necessary expenses after a loss to the extent that they offset the Business Income loss. In order for Business Income coverage to be triggered, there must be a direct physical loss to the property that is being covered, whether it is building or contents.

Some Property policies may include a coverage called Contingent Business Interruption which can trigger coverage in the event that there is a covered loss to the premises of suppliers, customers, or key partners. This coverage does not require any such loss at the insured’s own premises.

It is doubtful that contamination of building and contents would be considered a direct physical loss that would trigger business interruption coverage. Also, many property policies include a virus or bacteria exclusion which would further restrict coverage.

In addition, the Property policy may include coverage for acts of civil authorities that restrict access to an area. If such coverage exists, this may trigger a covered Business Interruption claim.

Coverage for any of the above-referenced Business Interruption coverages is not certain. Each case will depend on its own unique facts. Furthermore, the outcome will be dependent on the policy form and the existence of certain bacteria or virus exclusions that may apply. However, these claims may at least be worth discussing.

**Conclusion**

This coronavirus resource page will be updated frequently as new information comes to light. The purpose is to provide a framework to think through the risks to help each sports organization make an informed decision regarding cancellation and/or mitigation of risk. In addition, any potential coronavirus claims should be turned into the insurance carrier so that the claims department can make the coverage determination.