## Risk Management

**Christine Fogarty & Jeff Mayes, Presenters** 



#### Goals for Seminar:

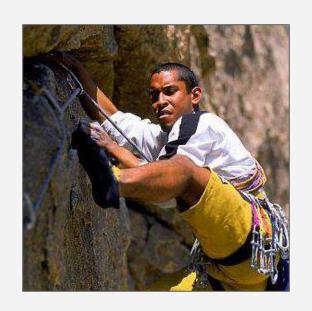
- Define risk management under the lens of outdoor recreation
- Identify ways that AMC protects their leaders
- Review important risk management documents/policies
- Introduce verbiage from new COVID-19 Participant waiver
- Describe ways that leaders can use COVID-19 expectations to mitigate risk on a trip during Phase 2 activities



#### Risk Awareness



A - Mountain Biking



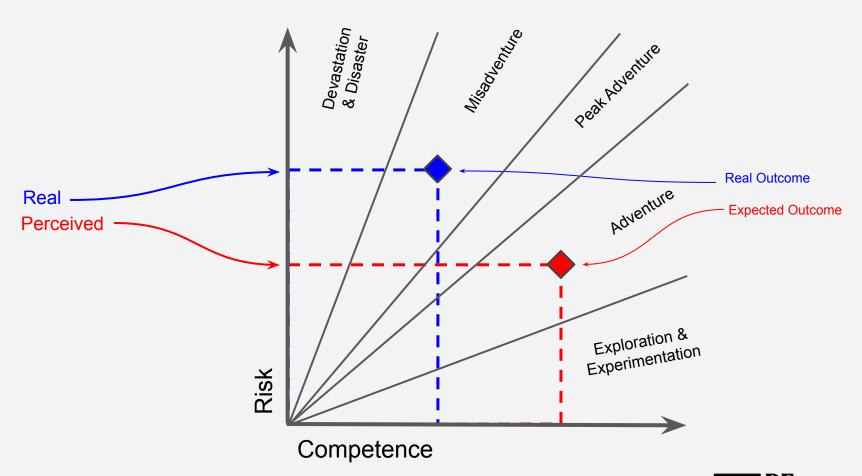
B - Rock Climbing



C - Hiking



#### Perceived and Real Risk





## Dynamics of Accidents Model

#### **Environmental Hazards**

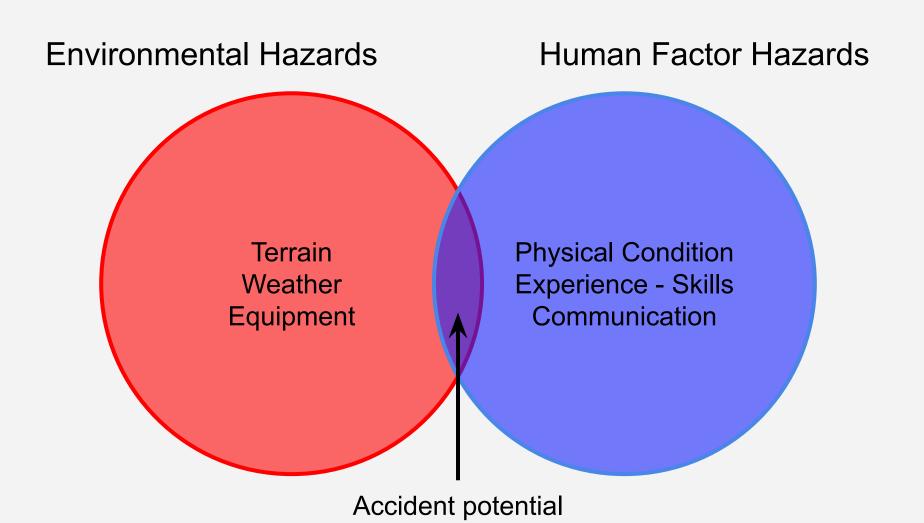


#### **Human Factor Hazards**

Physical Condition Experience - Skills Communication



### Dynamics of Accidents Model



### Accidents happen...

Of the 8000+ activities offered by AMC in 2019...
There were only 30 accidents reported!\*



#### How are you as an AMC Leader covered?

AMC's Leader Liability Protection



**AMC's Liability Release Form** 

**Federal Volunteer Protection Act** 

**Leader Experience & Training** 

**AMC's General Liability Insurance** 



#### Leader Experience & Training

- Your technical skills should be appropriate for the trip you are leading
- Read the Outdoor Leadership Handbook (OLH)
- Keep your leadership skills current via refresher training opportunities & advanced skill trainings
- Consider taking Wilderness First Aid course so you are well positioned in the event of an emergency





#### Federal Volunteer Protection Act

42 USCA Sec. 14501 et seq.

- This legislation is designed to remove individual volunteers' names from a filed lawsuit
- You must be acting in official capacity for the AMC at the time of the incident,
   i.e. leading a club-sponsored activity



#### Federal Volunteer Protection Act

42 USCA Sec. 14501 et seq.

- Certain restrictions apply:
  - You cannot be operating a licensed craft (car or boat)
  - You cannot be under the influence of drugs or alcohol
  - You cannot receive annual compensation of \$500 or more for your volunteering. This includes comps for lodging, etc. for the activity

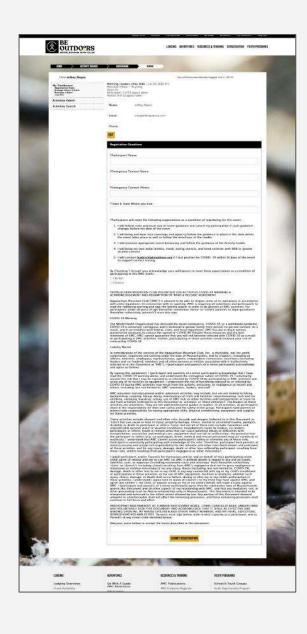


#### AMC's Liability Release Form

- When participants agree to the terms on the AMC release form, they release their right to sue
- For release forms to have maximum efficacy in court, leaders should disclose specific risks to the participants in addition to them signing
- An agreement that any proceeding must be filed in Massachusetts
- New language to legally protect leaders relating to the risk of COVID-19



### AMC's (new) Liability Release Form



- Electronic only!
- Leader 1 & 2 in ActDB do not need to register for the trip, but co-leader 1 & 2 do have to register
- Generates a participant roster that you MUST be able to print and take with you on the outing.
- Leaders need to add their own emergency contact information to the roster
- A participant signing the waiver does not guarantee them a place on the outing
- Confirm with the participant their emergency contact information as part of the screening process



#### Liability Release Form (old vs. new)

Old New

General health and medical disclosure

Completed only on paper

Bring blank copy with you to be filled out at the start of the activity

Turned in after activity

Added COVID-19 specific disclosure

Completed only on website

Printout pre-filled copy to bring with you the day of activity

Already done!



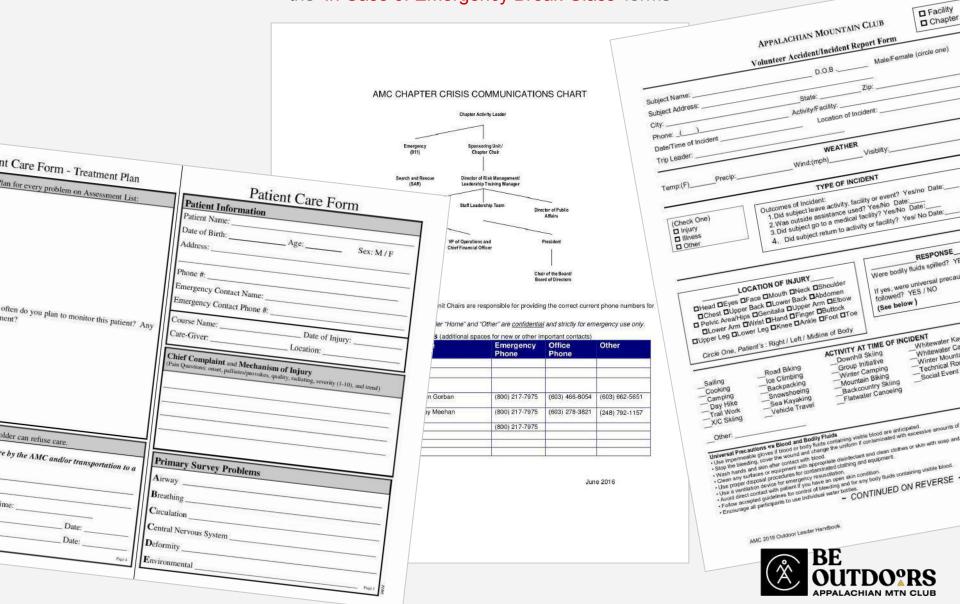
#### AMC's General Liability Insurance

- If all other protections fail, AMC leaders are covered by AMC's policy
- To be covered by this general policy, leaders must be acting in accordance with the Outdoor Leadership Development Committee's (OLDC) Leadership Requirements & Guidelines (LRGs)
- Within this protection, AMC leaders would given legal counsel and losses would be covered by the insurance policy



## Other forms to carry with you

the 'In Case of Emergency Break Glass' forms



## Risk Management Policies



#### Code of Conduct

2020 OL Handbook p.64

All AMC members will conduct themselves in a manner consistent with the organizations mission.

Code of Conduct applies to both leaders and participants.

Click here to read the Code of Conduct



#### Other Risk Management Related Topics

#### Refresh your awareness of the following AMC policies:

- Essential Eligibility Criteria (EEC)
- Americans with Disabilities Act (ADA)
- Policy About Service Animals on Trips
- Sexual Harassment & Sexual Assault Policy
- Youth Participation in AMC Activities



# Special Considerations - Youth Participation

OL Handbook p.67

In the course of outdoor programs sponsored by the AMC, our volunteer trip leaders could encounter situations where they have to take direct action in order to prevent or report the abuse or neglect of children.

While AMC volunteer trip leaders are not considered "mandated reporters", they are encouraged to report child abuse in the child's home state, as any citizen is encouraged to do.



#### **Diversity Statement**

OL Handbook p.67

The AMC encourages the involvement of all people in its mission and activities, through its membership, programs, policies, and procedures.



# NEW Leadership Requirements for Leading in a COVID-19 World

during 'Phase 2' reopening

- ✓ Watch the required online training video for phase two volunteers (0:51 mins) Click here to view the video.
- ✓ Complete the survey that includes the Online Confirmation and Acknowledgement of Risk Waiver Click here to complete the survey.
- ✓ Save the final confirmation page and forward to the Approver for your activities if requested
- ✓ Review the Foundational Threshold Requirements ("the rubric") before planning and scheduling any volunteer activities. Click <a href="https://example.com/here">here</a> to view rubric.
- Review checklists for COVID-19 decontamination of gear and tools
- ✓ Manage participants using the registration tools in the Activities Database (ActDB)



#### High Impact Foundational Requirements

from rubric, during 'Phase 2' reopening; Green font = included in new participant waiver

- Follow stay-at-home guidelines and cancel participation if guidance or personal health situation changes before the date of the event.
- Bring and wear face coverings.
- Maintain social [physical] distancing and follow the guidance of the leader.
- All participants bring own water bottles, meals, eating utensils, and hand sanitizer with at least 60% or greater alcohol content.
- Contact <u>leadership@outdoors.org</u> if a positive test for COVID-19 occurs within 14 days of the event to support contact tracing.
- Carpooling is AGAINST the AMC recommendations. If a carpool is absolutely necessary, all participants must be informed in advance.
- Participants are responsible for their own safety.
- Leader's first aid kit must include: 3 pair medical grade gloves, extra face covering.

# Important Risk Mgt Take-Aways Foundational Requirements

during 'Phase 2' reopening

- Register for the Activities Database (Act DB) webinar tutorial for leaders
- Set Participant Expectations Early and Often
  - Risk in Participating in Group Activities is Inherent
  - Use of Masks: No Mask = No Participation
  - Liability Waiver Signed PRIOR to Trip Beginning (see Appendix B)
  - Lack of Ability to Physical Distance May Require Trip to Conclude
  - Cancellation Policy for Both Participants and Leaders
  - Use New "TrailHead Talk Card"
- Reach out to Leadership or Training & Education Chairs with questions
- See end of presentation (Appendix C) for full participant waiver text



# Questions Contact us:

**Volunteer Relations** 

VolunteerRelations@outdoors.org

Risk Management

Leadership@outdoors.org



### Acronym Glossary:

OLH: Outdoor Leader Handbook. Handbook used for leadership trainings and provides rules/guidelines for leaders to follow when leading a trip. Click <a href="here">here</a> to view the handbook.

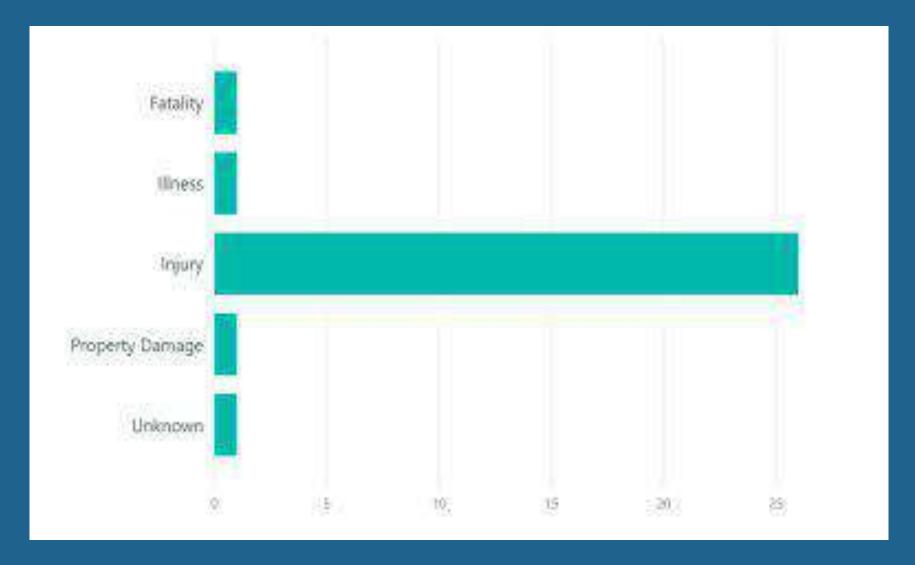
OLDC: Outdoor Leadership Development Committee. Volunteer led club-wide committee that governs volunteer-led trips in matters of leadership and risk management.

LRG: Leader Requirements & Guidelines. Document that outlines Club and leader requirements and guidelines for all leaders in all volunteer-led activities committees. Click <a href="here">here</a> to view the LRG's

**ActDB:** AMC Activity Database.

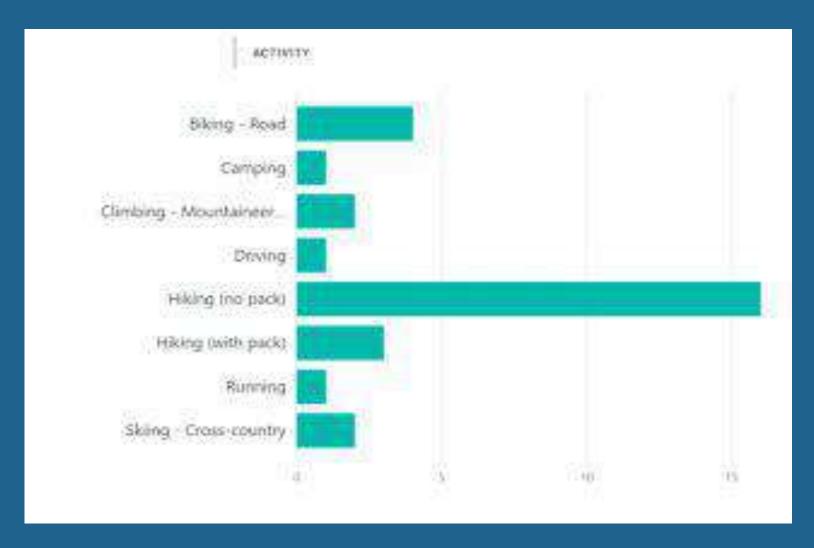


#### TYPES OF INCIDENTS - Appendix A





#### TYPES OF ACTIVITIES - Appendix B





#### Verbiage of New Waiver - Appendix C

\*Participants will meet the following expectations as a condition of registering for this event:

- 1. I will follow state and local stay at home guidance and cancel my participation if such guidance changes before the date of the event.
- 2. I will bring and wear face coverings and agree to follow the guidance in place in the state where the event takes place as well as follow the directions of the Leader.
- 3. I will maintain appropriate social distancing and follow the guidance of the Activity Leader.
- 4. I will bring my own water bottles, meals, eating utensils, and hand sanitizer with 60% or greater alcohol content.
- 5. I will contact leadership@outdoors.org if I test positive for COVID- 19 within 14 days of the event to support contact tracing.

By Checking 'I Accept' you acknowledge your willingness to meet these expectations as a condition of participating in this AMC event.:

I Accept

I Decline



\*APPALACHIAN MOUNTAIN CLUB VOLUNTEER LED ACTIVITIES COVID-19 WARNING & ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & **RELEASE AGREEMENT** Appalachian Mountain Club ("AMC") is pleased to be able to reopen some of its operations in accordance with state regulations. In connection with re-opening, AMC is requiring all volunteers and participants to read the following warning and sign the liability waiver in order to be present at AMC activities. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), parent/s or legal guardian/s (hereafter collectively 'parent/s') must also sign. COVID-19 Warning The World Health Organization has declared the novel coronavirus, COVID-19, as a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, and in accordance with federal, state, and local regulations, AMC has put in place various preventative measures to reduce the spread of COVID-19. Despite these measures and the best intentions of AMC, AMC cannot guarantee that you will not become infected with COVID-19 as a result of participating in AMC activities.



Further, participating in these activities could increase your risk of contracting COVID-19. In consideration of the services of the Appalachian Mountain Club, Inc., a charitable, not-for-profit corporation, organized and existing under the laws of Massachusetts, and its chapters, including all officers, directors, employees, representatives, agents, independent contractors, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'AMC'), I (participant and parent/s of a minor participant) acknowledge and agree as follows: By signing this agreement, I (participant and parent/s of a minor participant) acknowledge that I have read the COVID-19 warning above, and understand the contagious nature of COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in AMC activities and using any of its facilities or equipment. I understand the risk of becoming exposed to or infected by COVID-19 during AMC activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, AMC volunteers, leaders, and staff. AMC volunteer-led educational and/or adventure activities may include, but are not limited to hiking, backpacking, camping, biking, skiing, maintenance of trails and facilities, mountaineering, rock and ice climbing, canoeing, kayaking, sailing, use of AMC huts or other facilities and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities').



The leaders of these activities are volunteers. They are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group. Participants (and parents of minors) take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities. These activities include inherent and other risks, hazards and dangers (referred to in this Document as 'risks') that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause potential delays or difficulties with transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that AMC cannot assure participant's safety or eliminate any of these risks.



Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and/or resulting from participant's negligence or other misconduct. I (adult participant, and/or Parent/s for themselves and for and on behalf of their participating minor child) agree to release and not to sue AMC (as AMC is defined above) in regard to any and all claims, liabilities, suits, or expenses (including reasonable costs and attorneys' fees) (hereafter collectively 'claim' or 'claim/s'), including claim/s resulting from AMC's negligence (but not its gross negligence or intentional or reckless misconduct), for any injury, illness (including, but not limited to, COVID-19), damage, death or other loss to me or my child, in any way connected with my or my child's enrollment or participation in these activities, or my use of AMC equipment, facilities or premises, whether such injury, illness, damage, or death shall occur before, during or after my or my child's participation in these activities.



I understand I agree here to waive all claim/s I or my child may have against AMC, and agree that neither I, my child, or anyone acting on my or my child's behalf, will make a claim against AMC. I (participant and parent/s of a minor participant) agree that the substantive laws of Massachusetts govern this Document and all other aspects of my relationship with AMC, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. PARTICIPANT AND PARENT/S OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE. Parent/s must sign below, both in their capacity as a participant, and as Parent/s of any minor child identified below. Add your name below to accept the terms described in this document:

