

**German Shepherd Dog Club of America**  
**COVID-19 VIRUS**  
**Recommended Risk Mitigation Procedures**  
**(adopted May 30, 2020)**

**For Clubs**

**(hosting, co-hosting and sponsoring clubs, including the GSDCA) and their event superintendents or secretaries**

1. Comply with federal, state and local laws, rules, regulations and orders related to COVID-19 **required** in the jurisdiction of the venue in which the event will take place and consider whether to also comply with suggested guidelines and best practices that are only recommended.
2. Review and comply with the **requirements** of the rules and suggested best practices of the American Kennel Club ([AKC COVID-19 Coronavirus Updates website](#)) or the WUSV related to COVID-19 applicable to the event and consider whether to also comply with suggested guidelines and best practices that are only recommended.
3. Include the language for disclosure, indemnification, waiver of liability and assumption of risk set forth in Appendix A in the premium list for the event in type no smaller than 12pt. It is preferred that a separate Section be included in the front of the premium to highlight and flag these new provisions. The provisions should not be buried in the premium. Other special COVID-19 related rules could also be included in the premium list but not in a way that would make the indemnification, waiver of liability and assumption of risk provisions stand out less.
4. In addition to the standard address for the location of the event, clearly identify the state and any local jurisdictions (city, county, borough, parish, etc.) in which the event venue is located to assist participants and attendees in identifying laws, rules, regulations and orders applicable to the event.
5. If not already required by the American Kennel Club or the WUSV, consider **requiring** each entrant, or agent for an entrant, to designate an email address or mobile phone number to which the event giving club(s) may, but is not required to, send event confirmations and repeat distributions and reminders of the risk mitigation special provisions or updates.
6. On your club website, consider providing links to known federal, state and local internet pages with COVID-19 related information and updates relevant for finding guidance for the jurisdiction(s) in which your club events will be located. Also consider links to AKC ([AKC COVID-19 Coronavirus Updates website](#)) and WUSV pages that post AKC and WUSV rules, suggested practices and updates related to COVID-19.
7. Consider posting in premium lists, catalogs and judging programs, and in signs or flyers at events, that conduct that violates required federal, state and local laws, rules, regulations, and orders related to COVID-19, or required AKC or WUSV practices, or the

rules of an event giving club related to COVID-19, could result in referrals to a bench show, or other event, committee (or the equivalent for SV events) and/or or the GSDCA ethics committee.

8. Prior to the start of the event and after a lunch break announce the applicability of the special rules and where copies can be found at the event site. Specifically announce that by participating in or attending the event they will be deemed to agree to the indemnity, waiver of liability and assumption of risk agreement even if they have not signed any document. Request that anyone that does not agree leave the event.

9. For Show Site/Ring Area

- a) Consider separate “marked” ring entrances and exits to avoid pinch points.
- b) Consider utilizing clear plastic to provide additional protection to ring stewards.
- c) Restricting access to the show area.
  - 1. Consider implementing procedures that allow you to obtain waiver agreements from attendees to your event.
  - 2. If your site is not fenced allowing for controlled access, consider adding an additional rope or ring barrier 20 or more feet outside of the show ring and signage directing attendees through managed entrances.

10. Judges

- a) Consider separate judges’ table and supplies for their use.
- b) Judges’ supplies should include hand sanitizer, Clorox or other cleaning wipes, cleaning sprays, and latex/rubber/vinyl gloves.
- c) Traditional judges’ supplies, such as pens and clip boards, should be cleaned prior to each use.
- d) Unused masks should be stored either in original container or in a Ziploc bag to reduce contamination.

11. Supplies

- a) increase supply of hand sanitizer and consider dedicated supplies to judges, stewards and competitors
- b) increase supply of disinfectant/antibacterial sprays  
increase supply of disinfectant wipes
- c) increase or add a supply of latex gloves for volunteers
- d) Add a supply of face masks as a backup in the event they are forgotten.

12. Processes

- a) Try to eliminate or reduce touch points
  - 1. Armbands
  - 2. Consider individually bagging the armbands on week prior to show
  - 3. Consider using a laptop and printer at the show site and printing arm bands on demand for the competitor
  - 4. Consider a plastic-coated paper stock that can easily be wiped down with disinfectant.

5. Consider a clothesline rope and clothes pins for self-managed pick-up from a distance. Use a fresh pair of latex/rubber/vinyl gloves to pin them up.

13. Have copies of the Indemnity, Waiver of Liability and Assumption of Risk Agreement available for review by people who have not seen it. .

14. Signage.

Consider posting signs with both the waiver notice and links to federal, state and local resources and guidelines related to COVID-19 for your area. Consider language for other signs set forth on Appendix B.

Event giving clubs should bring a stock of extra signs to replace signs that are accidentally or intentionally taken down. Someone from the club should check the site periodically to determine if signs should be replaced.

Event giving clubs should take pictures of their site set-up and placement of signs and keep them as possible evidence that signs were posted.

**For Participants  
(entrants and their handlers (their assistants and staff) and other  
agents of an entrant), Judges, Ring Stewards, Club Officers, Directors  
and Volunteers)**

1. Comply with federal, state and local laws, rules, regulations and orders related to COVID-19 **required** in the jurisdiction of the venue in which the event will take place and should consider whether to also comply with suggested guidelines and best practices that are only recommended. Participants and attendees should also be aware that the locations of their lodging and places they may eat might be in local jurisdictions that are different from the venue for the event.
2. Review and comply with the **requirements** of the rules and suggested best practices of the American Kennel Club ([AKC COVID-19 Coronavirus Updates website](#)) or the WUSV related to COVID-19 applicable to the event and should consider whether to also comply with suggested guidelines and best practices that are only recommended.
3. It's **strongly recommended** that participants practice social distancing and wear a mask or another face covering suitable for their circumstances even if **not required** by federal, state and local laws, rules, regulations and orders related to COVID-19 in the jurisdiction of the venue in which the event will take place or the rules of the American Kennel Club or the WUSV. Masks and face coverings will not be provided to participants and attendees by the event giving club(s).
4. Include the animals you are responsible for (especially those being brought to events) in your social distancing practices. Wash your hands after handling animals, their food, waste, or supplies. Limit interaction with animals not under your control.
5. Monitor sites like <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/pets.html>, the site maintained by the Center for Disease Control and Prevention for updates and guidance relating to COVID-19 and pets.
6. In the 24 - 48 hours prior to the event and prior to your participation on the day of the event check the website for the event giving club(s), relevant federal, state and local authorities for the jurisdiction in which venues holding events will be located and the AKC ([AKC COVID-19 Coronavirus Updates website](#)) or SV to familiarize yourself with current rules and procedures related to COVID-19.
7. Bring your own seating and food to better control sanitizing and food preparation. The event giving club may not have any of these items, or enough of them. Clearly mark these things to discourage use by others.
8. Bring your own masks or other face coverings, hand sanitizer, gloves and tissues. Event giving clubs might not provide these items. Or, they might not be available in sufficient quantities to supply everyone that wants or needs them.
9. Consider only bringing people to the event that are necessary for you to travel to and participate in the event whom you have determined can comply with applicable laws, rules, regulations and orders on their own or at your direction. This will help reduce the

number of people at the event and make it easier to practice social distancing and could help limit potential liability for the actions of people that you bring to an event or venue.

10. Consider parking your vehicle so that the working end of your vehicle is at the opposite end of the vehicles beside you to create more distance between work areas.
11. Socialize your dogs to being around, and being examined by, a person wearing a mask, and to the extent possible, the scent of hand sanitizers. They vary in scent, but many contain alcohol.
12. Even more than usual, be considerate of how your movements around and near the ring could impact other people who are trying to maintain social distancing.
13. Conduct that violates **required** COVID-19 related, federal, state and local laws, rules, regulations, and orders related to COVID-19, or **required** AKC or WUSV practices, or the rules of an event giving club related to COVID-19 could result in referrals to a bench show, or other event, committee (or the equivalent for SV events) and/or or the GSDCA ethics committee.

## Appendix A

***Notes: The sample language below is based on general principles for enforceable indemnification, waivers of liability and assumption of risk agreements in many jurisdictions. However, the enforceability of these provisions can vary significantly from state to state. No single indemnity, waiver of liability, and assumption of risk agreement can be drafted that would cover all enforcement concerns of all states. Legal considerations for the jurisdiction in which an event will be held also should be taken into account for more certainty of enforceability.***

***Note: The indemnification, waiver of liability and assumption of risk agreement below is needed because the AKC entry agreement does not cover "parent clubs" so they do not cover the GSDCA. Also, people who only attend events do not sign the AKC entry agreement so a signed entry agreement would not protect an event giving club or the GSDCA against liability to people who attend but do not enter an event.***

***Note: Versions of this indemnification, waiver and assumption of risk language below should be considered for inclusion in judges' contracts, contracts with vendors and notices to volunteers. However, where there is an opportunity to include the sample indemnification, waiver of liability and assumption of risk agreement in an agreement that will be signed. A signed agreement is preferred over a "deemed agreement".***

***Note: The GSDCA should post on its website that the indemnification, waiver of liability and assumption of risk agreement will apply to all events held by the GSDCA or a regional or SV Regional club. The agreement should be sent with confirmations of entries to events. The GSDCA should send, by constant contact or other email, a notice to members that the indemnification, waiver of liability and assumption of risk agreement will apply to all events held by the GSDCA, a regional club or an SV regional club. Regional clubs and SV regional clubs should do the same.***

***Note: The font size and paragraphing should not be indiscriminately changed just to fit everything on one page in the premium list. Minimum type size requirements (often 12 pt.) and conspicuousness requirements, etc. are among the factors that affect the enforceability of indemnity, waiver of liability and assumption of risk provisions. If space is a concern, the paragraphs that are ALL Caps and Bold should remain in 12pt type and the wording can be reduced but not smaller than 10pt.***

## **SAMPLE Language for Indemnification, Waiver of Liability and Assumption of Risk in Premium Lists**

### **SPECIAL [PROVISIONS] [RULES] RELATED TO THE COVID-19 VIRUS**

**If you participate in, enter, or attend** any event listed in this premium list, you will be deemed **(without having to sign any document)** to have agreed to the following **indemnification, waiver of liability and assumption of risk agreement**.

### **INDEMNIFICATION, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

I acknowledge and agree that **[Insert Name of event giving club(s)]**, the American Kennel Club, The German Shepherd Dog Club of America Inc, and each of their members, directors, governors, officers, agents, the superintendents and/or event secretary, and the owner and/or lessor or operator of the premises and any provider of services that are used to hold the event(s) and any employees or volunteers of the aforementioned parties, other participants, and any judge judging at the event **(collectively, the “Released Parties”)** are participating in the event(s) and allowing me to enter, participate in and/or attend the event(s) **in reliance** on my agreement to this indemnification, waiver of liability and assumption of risk agreement.

I understand that **[Insert Name(s) of event giving club(s)]** [has][have] the **right to refuse** my participation in, or attendance at the event(s). In **consideration of** permitting my participation in, or attendance at the event(s) and of the holding of this event and of the opportunity to have dogs judged and to win prizes, ribbons, or trophies:

- 1. I UNDERSTAND THAT PARTICIPATION IN, OR ATTENDANCE AT ANY EVENT(s) LISTED IN THIS PREMIUM LIST INCLUDES POSSIBLE EXPOSURE TO RISK OF SERIOUS ILLNESS AND/OR DEATH AND OTHER RISKS FROM THE COVID-19 VIRUS AND OTHER INFECTIOUS DISEASES.**
- 2. I KNOWINGLY AND VOLUNTARRILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES, OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION AND/OR ATTENDANCE.**
3. I represent that neither I nor, to my knowledge, anyone in my household has had any illness or disease, or been diagnosed with any illness or disease relating to the COVID-19 virus or any other infectious disease in the last 30 days.
4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, agree and hereby **assume the sole responsibility** for and agree to **indemnify**, defend, **not to sue**, and to **hold harmless**, the Released Parties from any and all liability, damage, loss, causes of action of any kind, claims, cost and expense **(including legal fees)** by reason of liability which may be caused

**or** alleged to have been caused directly or indirectly to any person or imposed upon any of the Released Parties for **present and future damage**, because of illness, personal and bodily injuries, **including death** at any time resulting therefrom, sustained by any person or persons, including myself, or on account of damage to property, arising out of or in consequence of my **participation in, or attendance** at, the event(s) listed in this premium list, related to the **COVID-19 virus or any other infectious disease**, or however else such injuries, death or property damage may be caused, **and whether or not the same may have been caused or may be alleged to have been caused by the negligence of any of the Released Parties.**

5. I understand that this agreement is intended to be broad and inclusive to the fullest extent permitted by the laws of the state in which the event(s) listed in this premium list will take place. I agree that if any portion of this agreement is invalid or unenforceable the remainder will continue in full force and effect
  
6. **I HAVE READ THIS AGREEMENT FULLY AND UNDERSTAND I WILL GIVE UP SUBSTANTIAL RIGHTS BY PARTICIPATING IN OR ATTENDING ANY EVENT(S) IN THIS PREMIUM LIST, REGARDLESS OF WHETHER I SIGN A DOCUMENT.**

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**Additional Notes**

If possible, **the entry form for the event should be modified** to include language that the entrant/participant agrees to be bound by any additional rules appearing in the premium list for the event. That would create a signed agreement and would be preferred.

It is **especially important to maintain** the paragraphing, capitalization, bolding and underlining in the indemnification, waiver of liability and assumption of risk agreement, except that the name(s) of the event giving club(s) need not be in bold.

For an example of the implementation of the Risk Mitigation Procedures in a premium list, see the Premium List and Entry Form for the 2020 GSDCA National Futurity and Maturity Show. It is available on the German Shepherd Dog Club of America website at [www.GSDCA.org](http://www.GSDCA.org) under the Events tab and Futurity Premium List .

## Appendix B

### Language for Signs and Flyers to Consider Posting at Event Venues

If multiple signs are used, they should vary in size, color and shape so they are not all presumed to be the same sign.

Event giving clubs should bring a stock of extra signs to replace signs that are accidentally or intentionally taken down. Someone from the club should check the site periodically to determine if signs should be replaced.

Event giving clubs should take pictures of their site set-up and placement of signs and keep them as possible evidence that signs were posted.

1. COPIES OF **SPECIAL RULES** RELATED TO **COVID-19 VIRUS RISK** FOR THIS EVENT **ARE AVAILABLE** AT [Specify location at the site] **OR** THE FOLLOWING LINK [specify link].

2. **URGENT REMINDER**

YOUR PARTICIPATION OR ATTENDANCE AT THIS EVENT IS EVIDENCE OF **YOUR AGREEMENT** TO AN IMPORTANT INDEMNIFICATION, **WAIVER OF LIABILITY** AND **ASSUMPTION OF RISK AGREEMENT** RELATED TO **COVID-19 VIRUS RISK**.

A COPY OF THE **AGREEMENT** CAN BE FOUND IN THE PREMIUM LIST FOR THIS EVENT, THE CONFIRMATION OF YOUR ENTRY, IN THE CATALOG, AND ARE **AVAILABLE** AT [Specify location at the site] **OR** AT THE FOLLOWING LINK [specify link].

**DO NOT** PARTICIPATE IN THE EVENT OR LEAVE THIS VENUE/SITE IF YOU DO NOT INTEND TO BE BOUND.

3. PLEASE PRACTICE SOCIAL DISTANCING, TO THE EXTENT POSSIBLE.
4. THERE IS A **RISK OF EXPOSURE** TO OR GETTING THE **COVID-19 VIRUS** BY PARTICIPATING IN OR ATTENDING THIS EVENT.
5. BY **ENTERING** THIS AREA [FACILITY] YOU **ASSUME ALL RISK** FOR POSSIBLE CONTRACTION OF THE **COVID-19 VIRUS**.

6. PLEASE BE CONSIDERATE OF OTHERS AND PUT USED MASKS, GLOVES, TISSUES, AND SIMILAR ITEMS IN THE GARBAGE.
7. PLEASE DO NOT USE OTHER PEOPLE'S CHAIRS, GROOMING ITEMS AND SUPPLIES WITHOUT PERMISSION,
8. THE DOUBLE HANDLING YOU ARE NOT DOING SHOULD BE DONE AWAY FROM PEOPLE WHO ARE MAINTAINING SOCIAL DISTANCING.
9. YOU COULD BE REFERRED TO AN EVENT COMMITTEE [OR THE EQUIVALENT FOR SV EVENTS] AND/OR OR THE GSDCA ETHICS COMMITTEE IF YOU VIOLATE THE SPECIAL RULES RELATED TO COVID-19.
10. INCLUDE THE ANIMALS YOU ARE RESPONSIBLE FOR IN YOUR SOCIAL DISTANCING PRACTICES. WASH YOUR HANDS AFTER HANDLING ANIMALS, THEIR FOOD, WASTE, OR SUPPLIES. LIMIT INTERACTION WITH ANIMALS NOT UNDER YOUR CONTROL.