

Zooming into the future of virtual recreation

By Lisa Knapton

The COVID-19 pandemic has created a seemingly unending list of challenges for the membership. With summer just around the corner, one of those challenges is the ability to provide recreational opportunities to communities while still complying with the various re-opening phases of our state's "Stay Home, Stay Healthy" orders. Many recreational activities would seem nearly impossible for members to provide considering our current circumstance and social distancing requirements. Luckily, the same technology that enables many of us to conduct our work from home offices and other remote locations can help members find ways to continue providing a variety of services to the public. To address the need within their communities to stay active, educated and connected, many cities and organizations are offering virtual recreational experiences by bringing programs and resources to the public that can be accessed through portals or links on member websites. Understanding the importance of keeping mind and body healthy during times of uncertainty, the types of virtual programs being offered include but are not limited to fitness workouts, dance classes, educational opportunities, cooking, crafting, and a variety of do it yourself projects.

Providing programs on-line as opposed to in-person may seem like a low risk activity, but there is still potential for liability issues to arise even during a virtual experience. Since so many virtual recreation programs surround fitness activities, WCIA urges the use of disclaimer language posted prominently on the member's web page and participant registration documents. The disclaimer should recommend that participants consult with their healthcare provider prior to beginning any virtual programming that involves physical activity. Participants should be informed that they will be engaging in the activity at their own risk and be required to sign a waiver of liability form as part of the member's registration process. The waiver can be in hard copy or electronic format.

Members should only select instructors (in-house or contracted) who successfully pass a national background screening, including criminal history and verification of references. Members should create an agreement in which instructors agree to such things including but not be limited to the following:

- Conduct the virtual class using a safe and secure video platform with a reliable internet connection and adequate bandwidth.
- Provide instruction in an appropriate space with no offensive graphics visible to virtual participants.
- If music is to be used as part of the program, it should not contain offensive lyrics.
- Wear attire appropriate and professional for the type of instruction being provided.
- Confirm all participants have completed the registration process and admit only those who have.
- Begin and end the class promptly, as scheduled.
- Set the video platform to “hide” the video view of participants from the instructor and one another. Instructor provides program to the registered participants as a class only, not to individuals.

If handouts have been created for specific virtual instruction and/or activities, members should make the handouts available on their website as part of the registration process. Members are encouraged to require instructors to provide resources for review such as a copy of the class curriculum and equipment list. It is strongly recommended that members require a demonstration of the virtual class proposed prior to making the program to the public. To ensure the programs are meeting the needs of the participants and to solicit feedback for future improvements, members are encouraged to perform audits and distribute class evaluations via email.

For further information, WCIA has available for the membership a sample “Assumption of the Risk and Waiver for On-Line Activities” and a sample “Detailed List of Expectation and Responsibilities for On-Line Instruction.” These samples are presented below and can also be obtained by contacting your assigned Risk Management Representative.

SAMPLE

DETAILED LIST OF EXPECTATIONS AND RESPONSIBILITIES FOR ON-LINE INSTRUCTION

(Insert: Program name)

This class provides (Insert: description of class)

(1) Instructor Responsibilities

- a) Prior to the start of each scheduled class series, instructor shall submit to the City for approval a copy of the curriculum, class resources, and equipment list. City may require demonstration of the virtual class proposed.
- b) Instructor ensures he/she has adequate and reliable internet connection and bandwidth to conduct a virtual video class. The instructor ensures he/she will use a secure and safe video platform to conduct classes.
- c) Instructor shall ensure he/she provides instruction in an appropriate space with adequate lighting. Instructor shall ensure no offensive art or graphics are visible to virtual participants.
- d) If music is used in the class, instructor shall not use music with offensive lyrics.
- e) Instructor's attire shall be professional for the type of class of instruction (e.g. appropriate workout clothes for fitness classes).
- f) Instructor shall check with City three days prior to start of each class series to ensure minimum enrollment is met. If minimum enrollment has not been met, class series shall be cancelled with no cost owing to instructor.
- g) Instructor shall review the class registration roster prior to start of the scheduled class series to ensure those in attendance have formally registered. Instructor shall only admit registered participants into the virtual class. Participants attempting to attend class who do not appear on the roster, if any, shall immediately be directed back to City staff for formal registration.
- h) Instructor shall promptly begin and end the scheduled class series as posted on the recreation section of the Parks & Public Facilities website. In the case of illness or unscheduled absence, instructor shall notify City prior to the start of class, or as soon as possible. City will determine if a "make-up" class or a refund is appropriate.
- i) Upon completion of the scheduled session of classes, instructor shall review and sign the invoice for payment as prepared by the City. Payment is not made for students who have received a refund.
- j) Instructor shall comply with all (county name) Health Department rules and regulations.
- k) Sales of any product, information or equipment by instructor are not permitted. Instructor shall not solicit participants for economic gain.
- l) Instructor shall "hide" the video view of participants from the instructor and one another. Participants should only be allowed to see instructor and materials instructor "shares" during a class.
- m) Instructor shall not provide individual instruction, but rather instruct the registered participants as a class only.

SAMPLE

DETAILED LIST OF EXPECTATIONS AND RESPONSIBILITIES FOR ON-LINE INSTRUCTION (continued)

(2) City Responsibilities

- a) The City shall collect registrations on-line or in-person and provide instructor with a class roster prior to the start of the class series.
- b) The City shall provide advertising and promotion through flyers, posters, social media, E-Activity Guide and email.
- c) The City shall post a class “hand-out” on the City’s website.
- d) The City shall perform audits and distribute class evaluations (via email).

SAMPLE

ASSUMPTION OF THE RISK AND WAIVER FOR ON-LINE ACTIVITIES

I am eighteen years of age or older, fully competent and I desire to participate in the

(Member) _____ sponsored recreation activity of _____

(Describe)

I am fully aware of the fact that there are special dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to me from my participation in this activity. Prior to engaging in this activity, I will seek consultation with my medical provider to ensure this activity is appropriate for my fitness level. Being fully informed as to these risks and in consideration of my being allowed to participate in this (Member) sponsored activity, I hereby assume all risk of injury, damage and harm to myself arising from such activities. I also hereby individually and on behalf of my heirs, executors and assigns, release and hold harmless the (Member) _____, its officials, employees, volunteers, independent instructors and agents and waive any right of recovery that I might have to bring a claim or lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my voluntary participation in this activity.

I understand that (Member) is not responsible for the quality of the internet connection to any on-line activity. I understand that a separate registration and waiver is required for each person who attends a (Member) sponsored on-line activity. I am responsible for the safety and appropriateness of the facility and equipment I use during my participation in the on-line activity. I am responsible to follow the instructor's instruction and I understand the on-line activity does not provide individual instruction or guidance.

Participant Printed Name

Participant e-Signature

Date

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Address

Email

Phone