

Protect Yourself

Liability for meeting planners

by Larry K. Libman

As a meeting planner, you (and the sponsors you work for) face the potential to be sued on a daily basis. But you can avoid misfortune by arming yourself with knowledge of the law and taking appropriate action to minimize the risks whenever possible. Just being aware of the risk factors is the first step toward protecting yourself and your employer. There are two major categories of liability every meeting planner faces: liability created by contractual obligation, and liability created by state and federal statutes.

Protect yourself against contractual liability by making sure that the contracts with the event facility clearly spell out each party's obligations and leave nothing ambiguous. Carefully read all provisions of these contracts and make sure they are fair. Contracts with hotels should obligate the hotel to compensate event participants if reserved hotel rooms are not available at the time of the event. Require the meeting facility to prove it carries adequate insurance for both injury claims and property damage or loss. Make sure the insurance names you and the sponsoring organization as additional insureds. If you plan to serve alcohol at your event, make sure the event facility carries liquor liability insurance.

Always require contracts with speakers or other presenters at your event, and make

sure those contracts clearly state neither you nor your sponsoring organization is responsible for the actions of speakers, including claims regarding slander, copyright infringement or for incorrect advice or misinformation. You can accomplish this by including indemnification clauses in all contracts. Include dispute resolution provisions, such as arbitration clauses, in contracts with facilities and vendors. Make sure the clauses include verbiage that excludes you and your employer from having to defend yourselves in a local court, where you could be at a significant disadvantage.

Statutory liability can result from violation of laws such as the Americans with Disabilities Act (ADA), copyright laws relating to music and other forms of written or visual materials, and liquor liability statutes. Avoid these types of violations by making sure the event facilities and vendors agree to comply with all laws applicable in their jurisdiction, since if these laws are violated, you, your employer, the vendor and the facility could all be liable. Be aware of these statutes, and make sure that the event facilities and vendors take responsibility for compliance.

You and your employer could be sued for negligence under tort liability claims if you don't exercise reasonable care toward event attendees. Your duty of reasonable care requires you investigate the potential risks of an event and to plan accordingly, warn attendees of known hazards and minimize



or avoid unreasonable risks whenever possible. Be proactive when selecting potential meeting locations to determine if there is any history of accidents or claims against that facility. Sometimes risks are unavoidable due to the facility or the nature of the event, and in these situations, you must warn attendees of such risks in advance. If the risk relates to activities that are inherently dangerous, require participants to sign a release. However, even if participants sign releases, you and your employer still need to carry adequate insurance to make sure that any claims will be covered.

Meeting planners need to constantly assess the various risks that may exist with regard to each event they plan. Ignoring these potential liabilities will put not only the meeting planner at risk, but also the meeting sponsor and the attendees. **IWMI**

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