



Traditional Meeting Relaunch (TMR) Manual

**Supplement to the Chapter Operations Manual
BNI San Francisco, San Mateo, Santa Cruz**

This Operations Manual and its contents are intended to be read and implemented in conjunction with local government guidelines and regulations. Where the contents of this Manual conflict with local government guidelines or regulations, Directors and Chapters shall comply with the local regulations.

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This Traditional Meeting Relaunch (TMR) Manual (“Operations Manual” or “Manual”) is the property of BNI Global, LLC and is licensed (or sub-licensed as the case may be) to the Regional Office and is to be used as a guide and reference tool in the operation of our BNI Franchise. The contents of the Supplement to ED Operations Manual are confidential and access to its contents should be limited to those who have signed a non-disclosure, non-competition, and non-solicitation agreement. Please protect and safeguard the Manual. Termination of your Franchise Agreement, without cure may result if there is disclosure of the contents of this manual. Failure to comply with the contents of this Manual may lead to the immediate termination of your Franchise Agreement.

Throughout this document, references made to a Director may refer to a Director, Director Consultant or Executive Director. However, nothing contained herein shall change or impact the relationship the Director or Director Consultant has with BNI® (where applicable) or the Franchisee.

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BNI's Guiding Principles for Traditional Meeting Relaunch

1. Member Safety continues to be Priority #1: It is important that we all understand the gravity of the situation. So, Member safety will be at the forefront of every decision we make.
2. BNI's Core Values: We will remain focused on our time-tested and universal Core Values. They will guide us as in all situations in BNI's 36-year history.
3. Brand Protection: Exceptional care will be used to ensure that decisions made will not put the BNI brand at risk and will instead strengthen our brand. At the core of our brand is how we care for others and put their interests ahead of our own.
4. Timing: Given our model, data, analysis, and expert advice, BNI will not be among the first organizations to return to standard in-person meetings, trainings, national conferences, trade shows, and visitor events. As we do return to in-person meetings, BNI's goal is to represent the "Gold Standard" in safety and care for all involved.
5. Government Guidance: Our focus on "100% Compliance, 100% of the Time" will continue throughout this pandemic and in the months and years following. We will all engage with government guidance and follow it.
6. Consistency: Wherever practical, BNI will err on the side of consistency, so that we avoid confusing our Members and instead focus on uniformly supporting their success.
7. National Directors are key leaders across the organization: We will strive to make decisions at the country level. That said, excellence in execution is everyone's responsibility.
8. We Appreciate Details & We Aim for Simplicity: We will embrace the inherent nuance and complexity involved with the subject matter below; we will always strive to simplify wherever possible. Simplicity greatly enhances consistency and quality of execution.
9. High Road & Long View: We will make decisions that put our Members' interests first, and that are in alignment with BNI's Core Values for long-term success.
10. We Will Listen Carefully to All Ideas; We Will Make the Tough Decisions: We are "always open to being wrong" and will accept ideas from everyone. Tough decisions will need to be made; we will not shy away from making the tough decisions.



Recommendations for TMR

It is best for the safety of BNI Members to remain on BNI Online™ wherever there is any question regarding the safety of in-person chapter meetings. When restarting in-person chapter meetings, you can help Members reduce their chances of being infected and/or spreading COVID-19 to other Members by taking some simple precautions. **Please remember that these are only recommendations; be sure to follow local, city and venue guidance:**

- Every meeting attendee should wear a face mask **if** your city government or venue requires one
- Maintain a minimum of 3.5 feet (42 inches) distance between yourself and others **if** required by your local, city government
- Regularly and thoroughly clean your hands with hand sanitizer
- Before, during, and after the meeting, avoid touching your eyes, nose and mouth
- Stay home with symptoms such as cough, headache, mild fever, until you recover
- Keep up to date on the latest information from trusted sources, such as CDC or your local health authorities
- Signage should be posted at the Chapter Meeting
- Limit items to be passed between Members at the meeting (ex. pens, business cards, referral slip holder, etc.)
- Anyone who has been exposed to someone who has been infected, or who tests positive for COVID-19, should attend their Chapter meeting via BNI Online™ for a minimum of two weeks while monitoring for symptoms of COVID-19
- If a Member tests positive, the meeting must revert to BNI Online™ meetings for 2 weeks. The Chapter President must be informed as soon as possible to begin the process of returning the Chapter to BNI Online™
- If not all Members or Visitors are comfortable attending the meeting in-person, be sure to have a computer, microphone and speakers onsite in the meeting room so that they can connect to the meeting using BNI Online™
- Please ensure all Visitors are following the same protocols as Members as outlined above



Reasons for Pausing/Stopping In-Person Chapter Meetings During TMR

Below are examples of when in-person Chapter meetings may need to revert to BNI Online meetings:

- Applicable laws change to make it unlawful for BNI Chapters to meet (examples may include in person meetings being prohibited, stay-at-home orders initiated, etc.)
- If a Member confirms being exposed at a BNI meeting
- If BNI is in the news in a negative context (either within or outside of your region)
- The venue had an exposure



Procedure for a Chapter to Restart In-Person Chapter Meetings

- Chapter Presidents who wish to resume in-person weekly Chapter meetings can complete and submit a request to the Regional Office by emailing ed@bnisanfrancisco.com.
- After your Chapter submits this request, the Executive Leadership Team (ELT) (President, VP, and Secretary-Treasurer) will need to schedule a Zoom meeting with the Regional Office to review the process and responsibilities of the Executive Leadership Team for a safe and timely return to in-person meetings. The ELT will bring this information back to their Chapters.
- The Director Consultant meets with the Leadership Team and Membership Committee via Zoom to get initial feedback on going back to in-person meetings. It is important that the Leadership Team and Membership Committee understand the new suggestions for in-person meetings using the [New Meeting Procedures for a Safe Relaunch](#) outlined below.
- If the Leadership Team and Membership Committee agree, then it is presented to the Chapter at the end of a chapter BNI Online meeting. Explain all the additional recommendations of the [New Meeting Procedures for a Safe Relaunch](#) to the Chapter. If there is genuine interest in going back, the next steps are the confidential survey.
- Schedule the BNI Regional Office to confidentially [survey the Members to determine their readiness](#) (see survey below) to relaunch in-person meetings. This survey will be sent out by the BNI Regional Office. This survey is to ensure your personal decision to return is done without creating influence toward in-person nor online meetings.
 - Results will be shared with the Chapter's ELT using an online link to display the real-time survey results.
 - If less than 80% of Members vote to go back to in-person meetings, the Chapter will continue meeting via BNI Online or utilize a Blended Meeting. Reassess and resurvey four to six weeks thereafter to determine if they are now ready to hold a Blended Meeting
 - The Members who are at-risk or uncomfortable going to in-person meetings should be accommodated via Zoom into the in-person meeting for a period of time determined by the Membership Committee and by the BNI Director Team.
 - The Members who are at-risk or uncomfortable going to in-person meetings should be given an option other than medical leave to maintain their participation in BNI. Medical leave is not an appropriate solution because they lose their membership time
- BNI Director will contact the Chapter meeting venue to ensure the venue is complying with all national and applicable laws and can accommodate the with the venue checklist.
- Determine if the cost of the venue for the number of Members who want to go back to in-person meetings is within the Chapter's budget.
- Ensure all Members receive the **Legal Notice** before scheduling the first in-person meeting.
- Ensure all Members commit to registering all their Visitors and Substitutes through BNI Connect® so that Visitors and Substitutes can receive the Legal Notice before attending the meeting.
- Chapter Training Webinar will be conducted to prepare each of the Members on the [New Meeting Procedures for a Safe Relaunch](#).
- BNI Director or Admin will update Chapter Meeting Type on BNI Connect®.
- Schedule the first Chapter meeting in person with the Chapter's Director



Survey Member Readiness to Restart In-Person Chapter Meetings

The survey has up to three questions:

1. Do you prefer to attend your BNI Chapter meeting in-person provided that the legal requirements of your area allow it and special accommodations are made (e.g. *insert applicable legal requirements*)?
 - Yes
 - No

If question one is answered, yes, end survey. If “No” was the answer, ask the next two questions.

2. If no, when might you be ready?
 - In the next 30 days
 - In 31-60 days
 - In 60+ days
 - When I’m vaccinated
3. If your Chapter goes back to in-person meetings before you feel comfortable to do so, how would you like to participate?
 - Via Zoom
 - Switch to a Chapter still meeting fully Online

Working with the Venue Prior to Restarting In-Person Chapter Meetings

Once 80% of the Chapter has voted to restart in-person Chapter meetings, the Regional Office will work with the venue to ensure it can accommodate the new recommendations for in-person meetings:

- Identify an available venue that meets your Chapter’s needs
- Ensure the venue is operating within the local government regulations
- Hand sanitizer should be prominently provided throughout the venue
- Venue has, or can accommodate, projection and audio/visual equipment to facilitate Members who would like to attend meetings via Zoom

Signage Needed at Each In-Person Chapter Meeting Until Further Notice

Below are the minimum recommendations for signage for each Chapter. Measures taken to reduce the spread of Covid-19:

1. Chapter attendee responsibility for abiding by the guidelines.
2. The measures taken cannot guarantee that a chapter attendee won’t contract Covid-19.
3. Chapter attendees attend at their own risk.
4. BNI Attendee Legal Notification.
5. BNI San Francisco West Bay can provide Chapters a sign packet that that includes all the signage that is recommended to be displayed at the in-person meeting. This PDF document can be requested by emailing us at judyg@smithcraigne.com or ed@bnisanfrancisco.com.



New Meeting Procedures for In-Person Chapter Meetings

Before the Meeting

- All Visitors and Substitutes must be registered using BNI Connect® so that the Visitor can be receive the Legal Notice.
- Any Chapter attendee who is not feeling well or is 'high risk' should not attend the in-person meeting but can join via BNI Online.
- Any Chapter attendee who has tested positive for COVID-19 should not attend the Chapter Meeting for at least 14 days after the required quarantine has ended.
- Any Chapter attendee who has had contact with a known case of COVID-19 should not attend the Chapter Meeting for 14 days after the required quarantine period has ended.
- Set out the BNI Global approved signage at the meeting venue.
- Set up the computer and screen/projection so that Members wanting to attend via Zoom are accommodated. Ensure there is an audio solution that does not require Members to pass a microphone around.
- Pre-print all name badges for the Visitors and Substitutes who are registered so that the Visitor can pick up their name badge from the table themselves. If pre-printed name badges are not used, the Visitor Host should write the Visitor's name on the name badge.

Reporting

- It is important that the Vice President keeps accurate attendance records for each meeting. It is important we know which Members attended each meeting accurately.
- The Secretary/Treasurer marks Visitor and Substitute attendance. It is important we know what Visitors and Substitutes were at each meeting accurately.



TMR Communication

Now, perhaps more than ever before, it is a great opportunity to build relationships with Director Consultants, Ambassadors and Members.

Key Messages for the Communication Plan

Communication Plans to Members should include:

1. Excitement about the relaunch of in-person Chapter meetings while reminding the Members that BNI Online™ meetings are still available and highly productive for those who aren't quite ready to return.
2. Importance of abiding by both applicable laws and BNI guidelines
3. Do not coerce Members who are high risk for illness or have family members who are high risk into participating in person. They will have the option of switching to a BNI Online Chapter if an in-person is inappropriate due to a long-term COVID-19 related situation or their business model changed.
4. All Members must be able to receive the benefit from BNI through this process. That means Members who are not comfortable coming back in-person must be able to join the in-person meeting via Zoom during the transition period or moved to permanent online Chapters.
5. The 'penalty' for Chapters who do not comply with applicable law and BNI guidelines includes being asked to go back to BNI Online or removal from the BNI system
6. How Members and Director Consultants who observe unsafe behavior can report that without penalty.

Frequently Asked Questions (FAQs)

What is TMR?

TMR is an acronym for Traditional Meeting Return. TMR is a temporary process that allows our BNI Chapters to safely return to in-person weekly meetings. During the TMR Program, the Chapters will have the option to full meet in-person or to run a Blended meeting. Those members who may not yet be ready to return to an in-person meeting due to a COVID-19 related situation, an online environment will be provided to participate actively and safely.

What is a Blended Meeting?

A "Blended Meeting" is one which is conducted both in-person and with BNI Online; with some Members attending the venue and others logging in virtually. Venues must be set-up in a manner such that those participating via BNI Online can fully see and hear all Members' Weekly and Feature Presentations.

What kind of tech is required for a Blended Meeting?

We recommend the following tech to ensure an impactful experience for everyone – a camera set up to display the entire Chapter, especially the individual speaker, a laptop (with a microphone) to connect to Zoom, and a speaker so those in the room can hear those attending virtually.

What do we do if a venue doesn't have the infrastructure to run a Blended Meeting?

We recommend working with the Chapter to locate a new venue that has both the space for additional tech and WiFi usage. Without the infrastructure, Members and Visitors will not be able to attend virtually.

What if I have a Chapter that wants to return to in-person meetings, but the Director Consultant isn't ready, yet?

We recommend assessing how many Area Director Consultants, Director Consultants and Ambassadors are comfortable supporting Chapters that meet in-person. If you have enough Director Consultant Support for Chapters who might want to go back to in-person meetings, we recommend proceeding as usual. If Chapters will not be supported, we recommend a) Director Consultants attend virtually and/or b) stepping in as the Executive Director to provide support.

Why do I need to offer an alternative (i.e., a Blended Meeting) to either 100% online or 100% in-person if I live in a state that offers the vaccine to everyone?

Regardless of vaccinations, Members still may not be comfortable returning to in-person events, meetings, etc. for a variety of reasons. The TMR process was created as an inclusive way to bridge the gap between Members that want to return to in-person and those that want to continue online temporarily.

Where can we find the Legal Notice that needs to be distributed to Members, Visitors, Substitutes, and Directors attending an in-person meeting?

The Legal Notice is included in this manual on page 12.

How do we share the Legal Notice with Chapters?

Once you have conducted the survey and determined that the Chapter can now return to in-person meetings (including Blended Meetings), we recommend including the Legal Notice in the approval email that you distribute to the Chapter. Additionally, we recommend each Chapter displays the Legal Notice at each meeting via a simple sign.

How do we share the Legal Notice with Visitors?

The Legal Notice has been added to our Visitor Registration Confirmation and the Visitor Reminder email notifications in BNI Connect®. When you register your visitors, they will receive this automated notice.

Do different emails get sent depending on whether the Chapter is meeting in-person vs. online? if chapter is meeting in person versus online?

Currently, BNI Connect® does not have this capability. Our team is diligently working on a solution. We expect to have this finalized in Q3.

How do you keep track of attendance when running a Blended Meeting?

Once you have approved a Chapter to return to in-person and have decided to implement a Blended Meeting, ask each Member to commit to attending either in-person or virtually. Share this list with the Vice President. If a Member decides to attend the Meeting virtually, even though they have committed to in-person, train the VP to mark them as absent and follow the existing attendance policy.

If someone who commits to staying virtual wants to attend the Meeting in-person, will they be marked absent?

No. The purpose of TMR is to help every Member either a) return to their in-person Meeting or b) place them in a permanently online Chapter if that is what they ultimately decide they want. If a Member indicates they would like to attend in-person, the LT should subsequently work with them to determine how to help them return to in-person 100%.

Do we still need to keep a record of everyone that attends the meeting in the event of an exposure?

Yes. As outlined in this manual, it's critically important the Vice President and Secretary/Treasurer are keeping 100% accurate records through the PALMS report and Visitor attendance in the event (including those that do not register) of an exposure.

How do you handle a Visitor who attends an in-person meeting without registering?

We recommend training your LTs to ensure the Chapter is keeping 100% accurate records, including implementing a process for how to account for non-registered Visitors. Use the "Record a Visitor (Post Meeting, Not Pre-Registered)". In BNI Connect® under Operations > Chapter > Manage Visitors > Record a Visitor (Post Meeting, Not Pre-Registered).

What happens if someone gets COVID-19 at an in-person meeting?

Please follow the COVID-19 Exposure Protocols as outlined in the manual on pages 13-16.



Appendix

Legal Notice Regarding Risk

EXHIBIT 1

This release is a draft document, please seek advice from your own counsel to ensure jurisdictional compliance

Legal Notice

While BNI has taken the appropriate steps to mitigate the risk of COVID-19 being transmitted at the BNI Chapter Meeting, BNI cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 as a result of attending a BNI Chapter Meeting. Therefore, if you choose to attend a BNI Chapter Meeting you may be exposing yourself to and/or increasing your risk of contracting and/or spreading COVID-19.

In order to attend an in-person BNI Chapter meeting, you must sign a written COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“COVID-19 Assumption of Risk Agreement”) in which you agree to forever release and waive your right to bring suit against the BNI Chapter, BNI Global, LLC and its affiliates, together with all of their respective present and former officers, employees, Members, directors, agents, servants, representatives, parents, subsidiaries, franchisees, successors, and assigns (“BNI”), in connection with exposure, infection and/or spread of COVID-19 related to your attendance at any BNI Chapter meeting. YOU UNDERSTAND THAT SIGNING THE COVID-19 ASSUMPTION OF RISK AGREEMENT MEANS YOU GIVE UP YOUR RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIM YOU MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

This notice and the **COVID-19 Assumption of Risk Agreement** shall be binding upon your survivors, heirs, successors, and assigns. You understand and agree that the signing of the **COVID-19 Assumption of Risk Agreement** is a release of liability. A link to the COVID-19 Assumption of Risk Agreement is provided [here].

COVID-19 Assumption of Risk Agreement for Visitors and Substitutes

COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

RELEASE AND WAIVER.

The Undersigned person (“Undersigned”) hereby represents and acknowledges the following:
I am an adult over the age of eighteen (18) and desire to participate in a meeting of a BNI Chapter (“BNI Chapter”) and/or other BNI meeting, training, educational program, or activity (collectively, “BNI Activity”).

In exchange for being allowed to voluntarily participate in the BNI Activity, and being fully aware of the risks and hazards connected with the BNI Activity and knowing that the BNI Activity may be hazardous to me and my property, THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained as a result of being engaged in such BNI Activity.



Furthermore, ***I do hereby forever release, waive, discharge, and covenant not to sue*** the BNI Chapter, BNI San Francisco West Bay, and/or BNI Global, LLC (collectively, “BNI”), and/or any BNI past, current, and future BNI franchisee, officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, “BNI Affiliates”) from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in any BNI Activity or any travel related thereto. I promise not to sue the BNI Chapter and/or BNI or any BNI Affiliates for any of the foregoing.

ASSUMPTION OF RISKS. I understand that while the BNI Chapter, BNI, and/or the BNI Affiliates have undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the BNI Activity, neither the BNI Chapter, nor BNI, nor any of the BNI Affiliates is responsible in any manner for any risks related to COVID-19 in connection with the BNI Activity. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the BNI Activity (including any related travel) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I HEREBY VOLUNTARILY ACCEPT AND ASSUME ALL RISK OF LOSS, PERSONAL INJURY, SICKNESS, DEATH, DAMAGE, AND EXPENSE ARISING FROM SUCH INHERENT RISKS. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in the BNI Activity including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

The Undersigned understands that I may have rights under Civil Code Section 1542, which reads as follows: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** The undersigned expressly waives any rights under California Civil Code Section 1542.

By signing below, I acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect. This Agreement may be executed, made and delivered electronically.

Date: _____

Signature _____

Printed Name: _____



Acknowledgement and Acceptance of Risk Agreement for Members

Acknowledgment and Acceptance of Risk Agreement

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. While BNI has taken the appropriate steps to mitigate the risk of COVID-19 being transmitted at BNI Chapter Meetings, BNI cannot guarantee or prevent you from becoming exposed to, contracting, or spreading COVID-19 as a result of attending a BNI Chapter Meeting. It is not possible to prevent against the presence of the disease. Therefore, if you choose to attend a BNI Chapter Meeting, you may be exposing yourself to and/or increasing your risk of contracting and/or spreading COVID-19.

Accordingly, knowing these risks and voluntarily attending a BNI Chapter Meeting in person, you are signifying that you accept all of the following statements:

- I acknowledge that it is my personal and voluntary decision to return to in-person Chapter Meetings at my Chapter rather than utilizing BNI online™ as an alternative method of attending the Chapter Meeting.
- I ACKNOWLEDGE THAT I UNDERSTAND AND FREELY ASSUME ANY AND ALL RISKS OF RETURNING TO IN PERSON CHAPTER MEETINGS.
- I further acknowledge that I am not symptomatic for COVID-19, and to the extent that I have been tested for COVID-19, I did not test positive for the virus.
- I represent and warrant that I do not have any medical condition or disease that would cause complications from the COVID-19 disease.
- If at any time I become symptomatic for COVID-19 I will immediately notify my Chapter President to enable my Chapter to participate in any contact-tracing that the local jurisdiction may require.
- If I become symptomatic, I will discontinue attending in-person Chapter Meetings for at least 14 days for a self-imposed quarantine.
- In order to attend in-person Chapter Meetings, I will follow and comply with all directives that the Chapter President may require including, but not limited to, wearing face coverings and maintaining social distancing from any other Chapter attendee or participant of at least the minimum distance required by local law.
- I further acknowledge that it is my responsibility to review and comply with any government, state, or local directives, advisories, warnings, or any other information regarding COVID-19 and which are directed to individuals, and based on those guidelines, I freely assume any and all risks which may accompany those guidelines and/or directives.

Waiver, Release, and Hold Harmless. In consideration for being permitted to attend in-person BNI Chapter Meetings, ***I do hereby forever release, waive, discharge, and covenant not to sue***, and do hereby forever release and waive my right to bring suit against the BNI Chapter, BNI Global, LLC and its affiliates, together with all of their respective present and former officers, employees, Members, directors, agents, servants, representatives, parents, subsidiaries, franchisees, successors, and assigns (collectively “BNI”), in connection with exposure, infection and/or spread of COVID-19 related to my attendance at any BNI Chapter Meeting. I understand that this waiver means I give up my right to bring any claims including claims for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.



I further agree that any and all rights that I may have under section 1542 of the California Civil Code are hereby expressly waived. That Section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this Acknowledgment and Acceptance of Risk Agreement (“Agreement”).

CONSTRUCTION: I acknowledge and agree that this Agreement shall not be construed against BNI, as the preparer, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

WAIVER OF BREACH: I acknowledge and agree that any potential waiver, by BNI, of any breach of this Agreement by me, shall not be deemed a waiver of any other breach of this Agreement. The provisions of this Agreement may not be waived except by a writing signed by BNI, or counsel for BNI.

This Waiver, Release, and Hold Harmless shall be binding upon my survivors, heirs, successors, and assigns. I UNDERSTAND AND AGREE THAT THIS WAIVER, RELEASE AND HOLD HARMLESS IS A RELEASE OF LIABILITY AND I SIGN IT ON MY OWN FREE WILL.

This Agreement may be executed, made and delivered electronically.

Date: _____

Signature _____

Printed Name: _____

Media Inquiries

1. If a reporter from the media begins to ask you questions on any subject, you are to reply with: **“I would like to help you get answers to your question. I will need to put you in contact with our spokesperson, Terry Atkins. He will be happy to assist you.”**
2. Under no circumstance is any BNI Associate authorized to make any statement to any representative of the media concerning any incident or event that in any way involves BNI unless specifically authorized to do so by the BNI Spokesperson, Terry Atkins.
3. Don’t feel obligated to say anything but the approved statement: Repeat, **“I would like to help you get answers to your question. I will need to put you in contact with our spokesperson, Terry Atkins. He will be happy to assist you.”**
4. Immediately send the following information to BNI spokesperson, Terry Atkins at terryatkins@bni.com:

Reporter Name: _____

Phone number: __

Media outlet: _____

Email: _____

5. Everyone should also defer to the BNI spokesperson, Terry Atkins.



COVID-19 Exposure Protocols

The safety and wellbeing of our Members is BNI's top priority. If a Member, visitor or associate contracts COVID-19 the following action items need to be followed:

1. If a Member, visitor or associate informs you that they likely have been exposed to or have COVID-19, immediately request them to **not attend their in-person Chapter Meeting. Contact your Executive Director** or Regional Admin (if the Executive Director is unavailable).
2. The Executive Director will gather the following information about the exposed/infected person:
 Name: _____ Confirmed to have COVID? Yes No
 Phone: _____ When were they last in contact with any BNI
 Email: _____ Member? _____
3. **Immediately the Executive Director should contact the National Office and appropriate health/safety organization.**
4. Use the PALMS Report and Visitor Report to collect the names and contact information for all exposed participants. Consult the Vice President and Secretary Treasurer of the Chapter for any clarification needed relating to attendance.

Health & Safety Protocols are Not Being Followed

If a Member, Visitor or Associate are attending in person meetings are noticing meeting participants are not following the proper safety protocols laid out by BNI and/or the applicable governing body, please report the incident immediately.

- **BNI San Francisco West Bay Regional Office: 415-287-9031 email: judyg@smithcraigne.com or ed@bnisnafrancisco.com**
- **BNI Crisis Hotline (800) 825-8286 or Crisis@BNI.com**

Chapter Crisis Response to COVID-19

Potential or Confirmed Exposure Checklist

- STEP 1:** If a Member, Visitor or Associate in your Chapter has been exposed to COVID-19 in the Chapter's in-person meeting, please contact the Chapter President immediately. The president will also contact the Regional Office.
- STEP 2:** If a Member, Visitor or Associate in your Chapter has COVID-19, the Chapter's in-person meetings should be suspended for 2 weeks.
- STEP 3:** Members, Visitors and Associates of the Chapter should be informed that a participant in a meeting they attended has been exposed.
- STEP 4:** Members should familiarize themselves with relevant information on COVID-19 through the local health department website or WHO website.