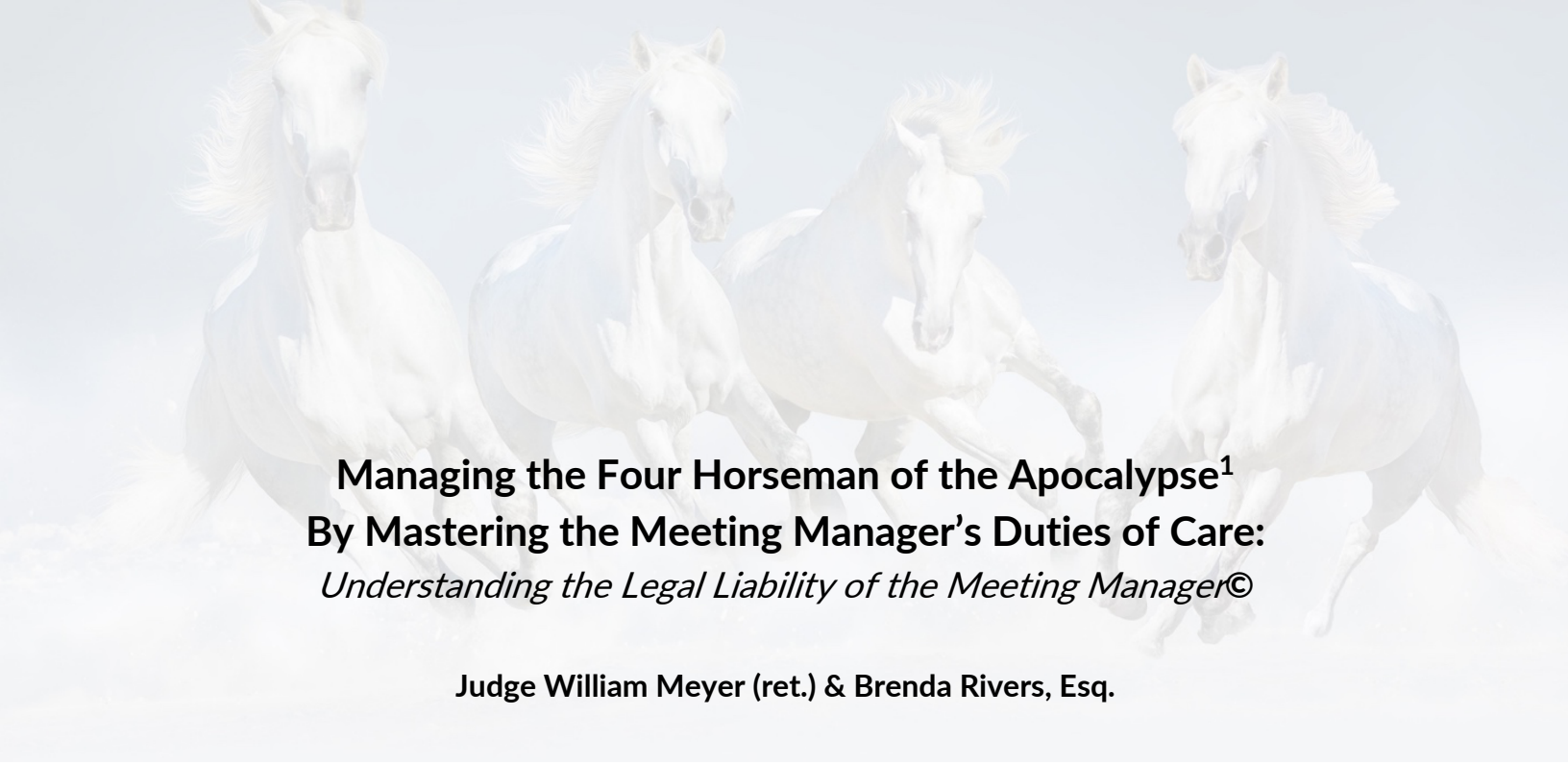

Managing the Four Horseman of the Apocalypse[1] By Mastering the Meeting Manager's Duties of Care:

Understanding the Legal Liability of the Meeting Manager©

Judge William Meyer (ret.) & Brenda Rivers, Esq.

The origin of a meeting manger's liability is dependent upon whether a duty of care[2] was owed to a meeting attendee and whether that person was injured because the meeting manager failed to comply with the legally imposed duty of care. This article will discuss the legal basis of the duties of care owed by a meeting manager and then give examples[3] of how the duty of care has been applied. The two illustrative scenarios are commonplace in the meeting planner's scope of work: (1) liability for injuries related to the selection of the premises; and, (2) liability for injuries sustained during activities conducted at the meeting.

Generally, there are four duties of care that can surface for the meeting manager: 1) the Duty to Inquire or Investigate; 2) the Duty to Inform; 3) the Duty to Recommend; and, 4) the Duty to Prepare. Understanding these four duties of care requires recognition of how a duty arises for the event manager. The determination of whether a meeting manager has a duty of care

[1] Described in the New Testament of the Bible- *Revelation*, the Four Horsemen of the Apocalypse are said to be: Death, Famine, War, and Pestilence. https://en.wikipedia.org/wiki/Four_Horsemen_of_the_Apocalypse.
[2] Duty of care and standard of care are equivalent. The authors use duty of care for consistency.
[3] By giving only two categories of examples, the authors do not suggest there are only two potential spheres of liability. Because we are dealing with human behavior, the scenarios for potential liability can be unbounded, without the proper assessment, training and implementation of a risk management strategy.

to the attendees and, if so, the scope of that duty is premised on ordinary legal principles in tort. A tort is a civil wrong that causes injury to another person or their property and results in legal liability for the person who commits the wrongful act.

The existence of a duty of care is usually a question of law that involves the analysis of four factors: (1) the reasonable foreseeability of the injury; (2) the likelihood of the injury; (3) the burden of guarding against the injury, and (4) the consequences of placing that burden on the defendant (here, the meeting planner).[4]

If the duty of care is the link to the event planner's liability, then foreseeability is the touchstone of the existence of that duty. The meeting planner has the duty to protect the attendees against foreseeable risks and hazards, which could include criminal acts.[5] To paraphrase one renowned legal scholar, stripped of its legal jargon, this simply means that the "[meeting planner] has a duty to take precautions that are reasonable in relation to the likelihood that without them [the attendees] will be [injured]."[6]

Courts use different formulations and factors in determining whether harm is foreseeable.[7] These factors include: prior similar acts, the relationships between the parties, such as business invitee, and the totality of the circumstances surrounding the incident.[8] In determining whether prior similar acts will give rise to a duty of care for harm caused by the criminal acts of a third person, Courts look to: a) the similarity of the other acts; b) the location of the prior acts; c) the temporal proximity of the prior acts to the act giving rise to the complaint, and; d) the numerosity of the prior similar acts.[9] Some courts balance the degree of foreseeability of harm against the burden of the duty imposed on the land owner/possessor.[10]
Even if the meeting manager has a duty of care, liability will only attach when there is a breach of that duty which causes damages such as property destruction or personal injury. Thus,

[4] *Westin Operators v. Groh,* 347 P.3d 606, 614 (Colo. 2015); *Jones v. Live Nation,* 63 N.E. 3d 959, 970-71 (Ill. App. 5th Div. 2016); *Webb v. Jarvis,* 575 N.E. 2d 992, 995 (Ind. 1991) (Duty determined by weighing: 1) relationship of the parties; 2) foreseeability of the harm, and 3) public policy concerns)
[5] The author has used the case law related to innkeeper's liability because the legal obligations and actual knowledge or imputed knowledge seem analogous.
[6] Insertions by authors, quote from *Shadday v. Omni Hotels Management Corporation,* 477 F.3d 511, 512 (7th Cir. 2007) (Posner, J.)
[7] *See, Bass v. Gopal,* 395 S.C. 129, 716 N.E. 2d 910 (South Carolina 2011) discussing the four different approaches to foreseeability and the different jurisdictions supporting each.
[8] Id. at 135-139
[9] *McKown v. Simon Property Group, Inc*., 344 P. 3d 661(Wash. 2015)
[10] *Ann M. v. Pacific Plaza Shopping Ctr.,* 25 Cal. Rptr. 2d 137, 863 P.2d 207, 214-15 (1993)

a meeting planner can be held responsible to an injured attendee when there exists a duty of care to that person and by the meeting planner's failure to act within the duty of care, it was foreseeable that an attendee could be injured.[11]

The synergy between and elements of a Special Relationship and Foreseeability in formulating the duty of care is illustrated in the following chart:

Types of Special Relationships and Foreseeability Elements in Establishing the Duty of Care

Types of Special Relationships

1. Business Owner and Invitee
2. Innkeeper and Guest
3. Land-owner/Possessor and person legally on the premises
4. Common Carrier to Passenger

PLUS

Foreseeability of Injury Factors

1. Past Experience (how similar)
    a. frequency of prior injuries
    b. temporal proximity of prior injuries
    c. vicinity of the prior injuries
    d. cause of prior injury
2. Human Experience—Common Sense

EQUALS

DUTY OF CARE

[11] See for example, *Jones v. Live Nation,* supra, at 973-974.

Turning to two examples may clarify how a duty of care arises and the resulting duties of care that devolve upon a meeting planner and the actions that can be taken to meet that duty of care.

Premise Selection and the Duty of Care

Assume you have planned and are executing an event at a hotel in a large city. Your client, Purveying Properties, Inc., a large real estate firm, asked your recommendation of which hotel to use. You endorse the Diamond Hotel and your client goes with your advice. During your event, an intruder enters the premises and begins shooting, injuring several of your attendees. Years ago, such random acts were rare and unusual. Unfortunately, that is not our experience of today.

Cases analyzing this type of occurrence have focused on the relationship of the parties. The hotel patron is the business invitee of the hotel and the innkeeper has a general duty to guard against harm to the invitee. If there have been prior acts of violence near or at the hotel, the potential for liability increases. The best predictor of the potential for current violence is the occurrence of past violence. Thus, in *Bass v. Gopal,*[12] Gerald Bass was shot by an intruder while he was a guest at the Super 8 Motel in Orangeburg, South Carolina. In analyzing the liability of the hotel for the stranger's criminal act, a court observed:

> Bass produced a CRIMECAST report that showed, in 1999, the risk of rape, robbery, and aggravated assaults at the Super 8 as compared to the national average risk, the state average risk, and the county average risk. Based on this report, the Court found "the especial high probability of crime at the Super 8 compared to the national and state averages raised at least a scintilla of evidence that the crime against [Bass] was foreseeable." [13]

The analysis of past similar assaults or criminal activity establishing foreseeability and potentially creating a duty of care is not limited to the lower-cost hotels. In one notable case, the court commented:

> The major risk of crime to guests of a hotel, especially guests of a fancy hotel like the Washington Shoreham (the American Automobile Association gives it four diamonds out of a possible five, and so it rates as a luxury hotel; it charges $350 to $400 a night for a room) is from intruders, not from staff or guests. See, e.g., *Banks v. Hyatt Corp.*, 722 F.2d 214, 225-26 (5th Cir.1984). That risk places on the hotel a tort duty of maintaining a reasonable perimeter defense to prevent the initial intrusion, and also an inner, back-up defense in case the intruder manages to get inside the hotel. Locked outside doors, safes, keycards, a brightly lit exterior, surveillance cameras, and security guards both in the lobby and patrolling the hallways are commonly used methods of protecting the hotel's guests from criminals who try to enter the hotel to prey on them.

[12] See footnote 7
[13] *Lord v. D & J Enters., Inc*., 407 S.C. 544, 556, 757 S.E.2d 695, 701 (2014) (Ultimately, the court held that the security precautions taken were reasonable, relieving the motel of liability.)

> It might seem that the better the neighborhood in which the hotel is located, the fewer the precautions against intruders that it need take. So, some cases assume. (citations omitted) But maybe incorrectly. The ritzier hotels have wealthier guests, who are juicier targets for thieves. Thus, in *Crinkley v. Holiday Inns, Inc.*, 844 F.2d 156, 161 (4th Cir.1988), "evidence at trial indicated that motels with relatively more affluent clienteles, judged by reference to room rates, were the preferred targets." One reason better neighborhoods have lower crime rates is that they're better protected because they are bigger potential targets for criminals.[14] Although the cases focus on the innkeeper's duty, when a meeting planner arranges an activity on premises, the meeting planner may be subject to the same liability for physical harm caused by the activity, as if the meeting planner were the land owner.[15] It is well established that a business invitor has a "duty of care" to its patrons, while they are on the premises.[16] Although the event planner may not own the premises, the planner has often recommended the venue after a site visit, organized the meeting, arranged the travel, had input into the agenda, and has suggested and/or overseen the extracurricular activities.

Changed scenario – no shooting at the Diamond Hotel. However, your client, Purveying Properties, Inc., indicates that several of the attendees at the meeting are interested in going to a nightclub after the Gala. You recommend Footloose Nightclub and arrange transportation for ten meeting attendees. Upon leaving the Footloose Nightclub, three of the meeting attendees are assaulted and robbed. Obviously, you are concerned about their well-being, but also wonder about your responsibility, if any. In *Novak v. Capital Mgmt. & Dev. Corp.*[17] the court found a duty of care was owed by the nightclub to the patrons, even where the assault occurred off premises, where patrons were attacked by a group of men immediately outside of a club's alley entrance, the entrance lacked any security measures, and the club owner had increased awareness due to prior fights in and around the club, including repeated fights at the alley entrance. Two common threads in our scenarios at the Footloose Nightclub and Diamond Hotel shooting scenario are present: a special relationship and foreseeability. A special relationship exists because the meeting planner, apparently blindly, endorsed both properties. As to foreseeability of harm, including facts demonstrating a close similarity in the nature of the crime and/or temporal and place proximity to the crime at issue.

While the meeting planner is not the guarantor of the safety of the attendees, three duties of care are present in our examples. First, the duty to inquire or investigate attends to any recommended venue. If the inquiry or investigation reveals risks, the second duty on the meeting planner is to warn the client and

[14] *Shadday v. Omni Hotels Management Corporation,* 477 F.3d 511, 512 (7th Cir. 2007) (Posner, J.)
[15] Restatement (Second) of Torts §383 (1965)
[16] *Novak v. Capital Mgmt. & Dev. Corp.*, 452 F.3d 902, 907 (D.C. Cir. 2006)
[17] 371 U.S.App.D.C. 526, 528, 452 F.3d 902 (D.C.Cir.2006)

attendees of the risks. If the client persists in attending the venue, the duty to recommend adequate security is the duty of care where criminal behavior is reasonably foreseeable.[18] Ascertaining whether harm is foreseeable necessarily presupposes some inquiry as to what has occurred in the past.

A review of some of the cases is instructive on recognizing the three duties of care in our example where our meeting planner recommended the Diamond Hotel and the Footloose Nightclub. Because the development of a meeting manager's standard of care is in its infancy, resorting to the analogous duties imposed on a travel agent is instructive. Although, not all states have the same standards, it appears most jurisdictions require some inquiry by the travel agent. For instance, in Pennsylvania, a travel agent must select appropriate travel providers and conduct a reasonable investigation of the travel providers booked.[19] Another jurisdiction phrased the duty of care as follows:

> A travel agent holds himself out as having some expertise, and a traveler should be able to rely on that expertise. It would seem that a travel agent who makes arrangements for a vacation not knowing anything about the accommodations, has acted negligently.[20]

Courts have labeled this theory "negligent selection," and found a tour operator or travel agent could be held liable for the torts of a hired independent contractor, when the consequences of the travel agent's/tour operator's own negligence was the failure to select a competent contractor which caused the harm upon which the suit is based.[21] Several jurisdictions have characterized a travel agent's duties in terms of being a fiduciary or special agent vis a vis the client.[22] Given that a meeting planner has similar obligations, at a minimum the duty of inquiry, if not a duty of investigation, is required. Hence, it would be within the standard of care for the meeting planner to determine what the crime statistics are at and near the Diamond Hotel and the Footloose Nightclub.

---

[18] *Shadday,* supra at 512-517; *Novak,* supra at 913-915; *Kukla v. Syfus Leasing*, 928 F. Supp. 1328 (S.D. N.Y. 1996) (collecting New York cases). *See also*, *Yokoyama, D.,* "The Law of Causation Involving Third Party Assaults when Landowner Fails to Hire Security Guards: A Critical Examination of Saelzer v. Advanced Group 400." *Cal. Western Law Rev.* 40:1 (2003)
[19] *Lyall v. Airtran Airlines, Inc.,* 109 F. Supp. 2d 365, 370 (E.D.Pa.2000); *Giampietro v. Viator Inc*., 140 F. Supp. 3d 366 (ED Pennsylvania 2015)
[20] *Josephs v. Fuller*, 451 A.2d 203, 205 (N.J. Super. Ct. Law Div. 1982); *Slotnick v. Club ABC Tours, Inc*., 430 N.J. Super. 59 (Law Div. 2012)
[21] *Wilson v. American Trans Air, Inc*., 874 F.2d 386, 388-391 (7th Cir.1989); *Weinberg v. Grand Circle Travel, LLC*, 891 F. Supp. 2d 228 (D. Massachusetts 2012); *Krautsack v. Anderson*, 768 N.E. 2d 133 (Ill. App. 2002) affirmed 861 N.E. 2d 633 (2006) (collecting cases)
[22] *Pellegrini v Landmark Travel Group*, 165 Misc 2d 589, 166 594-595 (Yonkers City Ct 1995)(collecting cases); *Chiste v. Hotels.Com L.P*., 756 F. Supp. 2d 382 (S.D.N.Y., 2010)(Illinois Law); *Markland v. Travel Travel Southfield*, 810 S.W.2d 81 (Mo. App. 1991)

Paraphrasing a case by substituting meeting planner for travel agent and client for consumer is illuminating:

> A [meeting planner] is more than a ticket supplier. [Meeting planners] have become a professional segment of today's complex travel world. Accordingly, [meeting planners] have a duty to use reasonable care in making travel reservations and in confirming them prior to the date of the trip, as well as using "reasonable diligence in ascertaining the responsibility of any intervening 'wholesaler' or tour organizer." A [meeting planner] is not a guarantor of a perfect [meeting], but must use reasonable care in planning the [meeting] and selecting any independent contractors.
>
> When assisting in planning a [meeting], a [meeting planner] has a duty to act with the care, skill, and diligence that a fiduciary rendering that kind of service would reasonably be expected to use. The [meeting planner] must make reasonable inquiries into the current financial stability of the person or entity with whom she recommended her principal do business. The duty, then, is to discover and disclose material information that is reasonably obtainable.
>
> This duty flows from the evolution of [meeting planners] from mere ticket dispensers to fiduciaries and informed travel professionals. [Clients] rely on [meeting planners] as information specialists, and, thus, professionalism and [client] reliance have created a special relationship between [client] and [meeting planners]. [Meeting planners] have a duty to investigate destinations, suppliers, and tour operators and convey needed, material information to [clients]. [23]

Not only does the meeting planner have the duty to inquire, but cases are legion imposing on a travel agent[24] the duty to disclose or inform the client of relevant facts, without which the client and the client's attendees would be exposed to the risk of injury.[25] As one court deftly analyzed the duty:

> A travel agent (read meeting planner) is not an insurer, nor can he be reasonably expected to divine and forewarn of an innumerable litany of tragedies and dangers inherent in (a meeting) foreign travel. Nonetheless, it does not follow that because a travel agent (read meeting planner) cannot possibly presage all dangers, he should be excused entirely from his fiduciary duties toward his principal to warn of those dangers of which he is aware, or should be aware in the exercise of due care.[26]

Of course the meeting planner is not responsible for warning about hazards, activities or conditions that are open and obvious.[27] Thus, in our example, if the meeting planner had knowledge of criminal behavior around the Diamond Hotel or the Footloose Nightclub, disclosure of such information to the client would be mandated. If the client and/or attendees stayed the course, in continuing to book the hotel and patronize the nightclub, despite statistics showing a risk of injury and without taking appropriate

[23] *Grigsby v. O.K. Travel*, 118 Ohio App. 3d 671, 693 N.E.2d 1142 (1997)(legal citations removed); See also: *Douglas v. Steele*, 816 P.2d 586 (Okla. App. 1991).
[24] Once again, the author relies upon analogous travel agent cases because of the paucity of case law involving meeting planners.
[25] See for example, *McReynolds v. RIU Resorts*, 880 N.W. 2d 43 (Neb. 2016) and cases cited therein.
[26] *Schwartz v. Hilton Hotels Corp*., 639 F. Supp. 2d 467 (D. New Jersey 2009); *Rookard v. Mexicoach*, 680 F.2d 1257, 1263 (9th Cir.1982); *United Airlines, Inc. v. Lerner*, 87 Ill. App.3d 801, 410 N.E.2d 225, 228 (Ill.App.Ct.1980)
[27] *Hofer v. Gap, Inc*., 516 F. Supp. 2d 161 (D. Mass. 2007)

precautions, the meeting manager should recommend to the client that appropriate security precautions be taken.[28]

Therefore, a meeting planner has two primary duties in selecting a destination: first, a duty of inquiry to determine foreseeable risks and second a duty to inform the client as to the risks identified. It is from execution of these duties that preparations for meeting the risks and mitigating the harm can be formulated by the client with the assistance of the meeting planner.

In assessing the suitability of the premise selection, questions that the meeting planner may want to ask are:

1. Has there been acts of violence on the premises and when?
2. What is the crime rate in the area?
3. Is the crime rate in the neighborhood different, the same, or higher as compared with other neighborhoods?
4. Have there been attacks or threats on the attendees as a class or individually?
5. If there is a potential foreseeable risk and resulting duty of care to disclose/warn, what actions should be taken, including the need to recommend additional security if the client persists in the venue selection?

By anticipating potential problems and asking the right questions, the meeting manager can meet the duties of care including the duty to inquire/investigate, the duty to disclose/inform and the duty to recommend.

Meeting Activities and the Duty of Care

At the incentive meeting you have planned at the Diamond Hotel, your client has decided to have a luau at the beach 7 miles away, with a band, roasted pig, hula entertainment, Mai-tai cocktails – the whole shebang. What is your duty of care for organizing and carrying out this Gala at the beach? The previously discussed duty to inquire/investigate and the duty to warn are obviously standards, but a review of some particular cases may put the extent of these duties in perspective.

[28] *Shadday,* supra at 512-517; *Novak,* supra at 913-915; *Kukla v. Syfus Leasing*, 928 F. Supp. 1328 (S.D. N.Y. 1996) (collecting New York cases). *See also*, *Yokoyama, D.,* "The Law of Causation Involving Third Party Assaults when Landowner Fails to Hire Security Guards: A Critical Examination of Saelzer v. Advanced Group 400." *Cal. Western Law Rev.* 40:1 (2003)

Several attendees wade into the surf. One gets stung by a jellyfish and has an allergic reaction and ends up in the hospital for over 2 weeks. He sues your client and you. The question is: whether it is reasonably foreseeable that a meeting attendee would be stung by a jellyfish – a determination that would be answered based on past history. Inquiries such as whether the Gala was held during jellyfish season or whether there were reports of jellyfish stings at this location around the time of the Gala would be determinative of foreseeability and the scope of the duty of care. In a somewhat analogous situation, courts have held that the organizer of the trip abroad should take reasonable measures to warn the participants, who were minors and their parents, about the serious insect-borne diseases that are present in the areas to be visited and to protect the children from those diseases because insect-borne illnesses are reasonably foreseeable.[29] Because the Gala luau attendees are invitees/guests of your client at an event arranged by you, they are in special relationship with your client and you because your meeting management company organized the special event. Because of the special relationship, it can be logically argued the Gala organizer should have inquired as to the beach water conditions, finding out about the presence of jellyfish and warn accordingly. [30] Failure to inquire and warn is negligence, because it is a breach of the duty of care.

Some of the attendees have too many Mai-tai cocktails and are asked to leave by your client and the security team hired by you on behalf of your client, Purveying Properties, Inc. Instead of taking the shuttle, these attendees came to the beach in a rented car. Upon leaving, the driver smashes into a sea wall causing horrific injuries to one of his passengers. The passenger sues your client and your client requests indemnification for your negligence in hiring the security team that allowed this intoxicated individual to drive. In *Westin Operator, LLC v. Groh,*[31] the Colorado Supreme Court held:

> Conscious of this intoxication, the Westin's security guards evicted Groh and her companions from the hotel. Ejecting these intoxicated guests from the hotel posed at least two definitive risks of harm: (1) the risk that a drunk person would choose to drive (or travel with a drunk person who drives); and (2) the risk that an evicted guest would suffer some harm because of winter weather conditions. 'The risk of harm presented by a belligerent, intoxicated person operating a motor vehicle is foreseeable. It is common knowledge that drunk driving directly results in accidents, injuries and deaths.' (Citations Omitted) .....

[29] *Munn v. Hotchkiss Sch*., 24 F. Supp. 3d 155, 168 (D. Conn. 2014); *Munn v. Hotchkiss Sch*., 165 A.3d 1167 (Conn. Supreme Court 2017) (approving of finding of duty of care and $41,000,000 damage award)

[30] *Comastro v. Village of Rosemont*, 461 N.E. 2d 616 (Ill. App. 1985) (business invitees are due the same duty of care as that owed by an innkeeper or other property owner, including duty to prevent injury from reasonably foreseeable dangers); *Novak, supra*, at 907; *McKown v. Simon Property Group*, 344 P. 3d 661, 666 (Wash. 2015); *Restatement (Second) of Torts*, Section 344 (1965)

[31] 347 P. 3d 606 (Colo. Supreme Court 2015)

> A reasonable person could foresee that a group of intoxicated individuals evicted from a hotel might be involved in a drunk driving accident that causes injuries. Intoxicated individuals typically have impaired physical abilities and judgment and thus do not always make well-reasoned decisions about transportation home. Despite some social utility in allowing the Westin to end its special relationship with Groh in order to provide other hotel guests with a more secure environment, the seriousness of the potential harm militates in favor of imposing a duty.[32]

Because of the risk of harm and the likelihood of injury, the court found that the Westin had a duty to exercise reasonable care in evicting the hotel guests into a foreseeably dangerous environment. As in the Westin case, your client and the security guards had such a responsibility. You recommended the security guard firm and it could be asserted your meeting company had a duty to inquire as to their fitness to do the job. Liability cannot be avoided, even if there were no security guards. It is foreseeable at the event that over consumption of alcohol could occur. Thus, your meeting company had a duty to plan to deal with the probability of intoxication and appropriately address the issue. Even if your company's due diligence was reasonable, your client could be responsible for the injuries to the passenger because Purveying Properties, Inc. was part of the eviction process.

During the live music, while attendees were dancing, the Vice President of Marketing for Purveying Properties, Inc. throws plastic Hawaiian leis to the crowd, which contains an ornament displaying Purveying Properties' name. One attendee rushes the stage to catch a lei and knocks down another attendee breaking his leg. Your meeting planner has seen the Marketing Director distribute swag in this way at past incentive conferences. The injured attendee sues your client, Purveying Properties, Inc. and your event planning company. In similar cases, courts have found liability. For instance in one case the court held that it was foreseeable that a patron could be injured when the business dropped ping-pong balls, which were redeemable for cash into a crowd, concluding the business owed the patrons a duty of care.[33] In a case referring to the ping-pong ball case, the court said:

> If Harrah's had planned and conducted a promotional t-shirt throwing event at the Party, the analogy to [the ping-pong ball case] might be appropriate. Under that scenario, Harrah's arguably could be liable for the foreseeable risk that a patron would get harmed by other patrons scrambling in the crowd for a Harrah's t-shirt.[34]

---

[32] Id. 347 P.3d 614

[33] *Stewart v. Gibson Products Co. of Natchitoches Parish Louisiana, Inc*., 300 So.2d 870 (La. App. 3 Cir., 1974);
[34] *Zacher v. Harrah's New Orleans Mgmt. Co*., 136 So.3d 132 (La. App., 2014); See also *Abato v. County of Nassau*, 886 N.Y.S.2d 218, 219 (N.Y.A.D. 2 Dept. 2009)

Given that your client was conducting a promotional event by throwing out the leis, the foreseeability of injury is present and a duty of care to prevent the injury follows.

The above are just three incidents, where the risk of injury was foreseeable – giving rise to duties of care. Contemplating human behavior, the author Herman Hesse observed: "Every day you are apt to see someone whom you thought you knew through and through do something that proves how little you really know people or can be certain about anything." [35]

In the meeting world, behavior we once thought was improbable, must now be anticipated. When we are reflecting on what might be foreseeable at a meeting, have we considered:

1. An attendee openly carrying a weapon in an "open carry" state.
2. A cyber-attack on the attendees.
3. Organized protests or harassment because of who are attendees are or who they represent, such as the LGBTQ community.
4. An unanticipated weather or geologic event— such as tornado or earthquake.
5. Loss of water or power.
6. The need to quickly and in an organized manner evacuate a large number of people because of fire, criminal or natural event.

The following chart identifies the four duties of care that are likely to arise even in what is thought of as the most routine of meetings and areas of inquiry to meet the duty of care:

Duty to Inquire/Investigate	**Duty to Recommend**
• safety of venue • emergency preparedness • vendor competency and reliability • dangerousness of activity	• past violent acts, temporally and place related • group subject to harassment • security and/or EMT

[35] https://www.goodreads.com/quotes/search?utf8=%E2%9C%93&q=%E2%80%9CEvery+day+you+are+apt+to+see+someone+whom+you+thought+you+knew+through+and+through+do+something+that+proves+how+little+you+really+know+people+or+can+be+certain+about+anything.%E2%80%9D+&commit=Search

Duty to Inform	Duty to Prepare
• past experiences create potential risks • preparedness of venue • known risks or risks planner should know	• crowd control • medical emergency • unanticipated weather/geologic/utility • loss event • cyber-attack • communication strategy • weapons, active shooter, concealed carry

The modern meeting manager must predict what could cause injury to the meeting attendees, literally do a vulnerability assessment and have an actualized and rehearsed plan to meet these and other eventualities. Although the industry norm may not now require such a strategy, the rapidly evolving standard of care in the industry and applicable law will demand no less.