

Return to play for US college sports - legal risks, liability waivers and best practices

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On May 20, the National Collegiate Athletic Association (NCAA), the governing body for college sports in the United States, [announced](#) that colleges and universities across the country could bring student-athletes back to campus as early as June 1 for voluntary workouts for football and men's and women's basketball.¹ Coaches are not allowed to be present during these voluntary activities until after July 1, and student-athletes are only permitted to work-out a total of eight hours per week during the summer.

¹ Andrea Adelson, 'Voluntary on-campus activities can resume in football, basketball starting June 1, NCAA says', espn.com, 21 May 2020, last accessed 25 June 2020, https://www.espn.com/college-football/story/_/id/29201077/voluntary-campus-activities-resume-football-basketball-starting-june-1-ncaa-says

Two days later, on May 22, the NCAA [lifted the previous ban](#)² against returning to campus that had been in place to mirror local, state and federal stay-at-home orders issued because of the COVID-19 pandemic, to include all Division I athletes and sports. As government issued pandemic orders eased, so too were restrictions regarding the re-opening of college sports in this country. Certainly, no college sport is more important financially than the return of college football. Simply stated, college football is the king of all revenue generating sports in the U.S.

In light of the announcements, this article examines the main return to play issues facing US college sports, in particular:

- Reported cases
- Additional safety procedures
- Pledges and liability waivers
- Debate on legal immunity
- Best practices

Reported cases

According to a [recent survey](#) conducted by ESPN of 73 college athletes across the United States, over 87% of those surveyed were “comfortable practicing and playing games without a coronavirus vaccine.”³ Student-athletes began returning to many campuses in the U.S. for voluntary workouts on June 1. Since that time, over 175 student-athletes, coaches and staff members who have returned to the campuses in 33 NCAA [Division I schools](#)⁴ have tested positive for COVID-19. Using a conservative estimate of at least 225 returning athletes per school in fall sports (e.g., football, men’s and women’s basketball and soccer, volleyball, lacrosse and field hockey or cross-country), that represents a positive test rate of approximately 2.4% of the student-athletes who have returned to campus since June 1.

² Nick Bromberg, ‘NCAA allows athletes in all sports to resume voluntary workouts on June 1’, yahoo.com, 23 May 2020, last accessed 25 June 2020, <https://sports.yahoo.com/ncaa-allows-all-other-sports-to-resume-voluntary-workouts-on-june-1-220501488.html>

³ ‘College football coronavirus confidential player survey’, espn.com, 12 June 2020, last accessed 25 June 2020, https://www.espn.com/college-football/story/_/id/29294992/college-football-coronavirus-confidential-player-survey

⁴ ‘List of NCAA Division I Schools’, <https://state.1keydata.com/ncaa-division-1-schools-by-state.php> (last accessed 25 June 2020)

These numbers change on a daily basis but set forth below is a chart of the various schools and the number of positive test results as of June 22, 2020. Please see footnotes for links to sources for updated figures.⁵

Number of reported positive COVID-19 cases among Division I student-athletes reporting to campus after June 1, 2020 (as of June 22, 2020)

NAME OF SCHOOL	# OF POSITIVE STUDENT-ATHLETES ⁶	# OF POSITIVE FOOTBALL PLAYERS
LSU	30	30
Clemson	28	23
Kansas State University	14	14
University of Texas	13 ⁷	13 ⁸
Iowa State University	10	2
University of Alabama	8	8
Arkansas State University	7	7
University of Houston ⁹	6	6
Texas State University	5	5
Southern Methodist Univ.	5	Unknown
Mississippi State University	4	4 ¹⁰
Texas A&M	Less than 5	Unknown
Univ. Texas at San Antonio	3	3
North Texas University	3	3
University of Mississippi	3 ¹¹	Unknown
University of Louisiana	3	Unknown
Baylor University	3	Unknown
University of Central Florida	3	3 ¹²
Auburn University	3	3
Oklahoma State ¹³	3	3
Marshall University	3	2

⁵ The author has been compiling these figures from a number of sources since June 1. Links to the three most up to date sources are available here:

1. [https://www.usatoday.com/story/sports/college/2020/06/21/coronavirus-college-sports-schools-reporting-positive-covid-tests-among-athletes/3231509001/;](https://www.usatoday.com/story/sports/college/2020/06/21/coronavirus-college-sports-schools-reporting-positive-covid-tests-among-athletes/3231509001/)
2. [https://www.ajc.com/sports/list-players-teams-test-positive-for-coronavirus/Y5XWTJ5ncGqPzzLJMNQnRP/;](https://www.ajc.com/sports/list-players-teams-test-positive-for-coronavirus/Y5XWTJ5ncGqPzzLJMNQnRP/)
3. https://www.espn.com/college-football/story/_/id/29036650/the-coronavirus-college-sports-ncaa-reopening-plans-latest-news-program-cuts-more.

⁶ *Id.*

⁷ 10 other student-athletes are in self-quarantine after being identified through contract tracing and 4 other football players have tested positive for the antibody.

⁸ 2 positive results out of 58 tests.

⁹ University of Houston suspends all voluntary workouts on June 12 after 6 cases.

¹⁰ 4 positive results out of 100 tests.

¹¹ 1 student-athlete tested positive before returning to school, 1 athlete and 1 staff member tested positive after returning to campus. 9 other student-athletes were placed into quarantine after contact with the 1 returning athlete.

¹² 3 positive results out of 60 tests.

¹³ Including LB Amen Ogbongbemiga who tweeted that he contracted COVID-19 after he attended a protest over racial injustice and police brutality after the George Floyd murder.

Rutgers University	2	2
West Virginia University	2	2
South Florida University	2	2
University of Michigan	2	Unknown
Michigan State	2	Unknown
Boise State University	Multiple football and women's soccer	Multiple
Florida State University	"Some positive tests"	1 at least
Texas Tech University	"Some positive tests"	Unknown
University of Tennessee	1	0
North Dakota State Univ.	1	Unknown
Louisiana Tech	1	1
Kansas	1	1
Arkansas	1	1
University of Iowa	1	1 ¹⁴
TOTALS (33)	177+	139+

There are roughly 331 million people living in the United States and, of those, approximate 31 million fall in the 18 to 24-year-old college age range. The US Centers for Disease Control (CDC) tracks the number of identified COVID-19 cases in the United States and it breaks the statistics down by a number of different categories, including by age. While the CDC does not have an 18-24-year-old category, it does track the [18-29-year-old age group](#)¹⁵. As of June 21, 2020, 17% of all reported positive COVID-19 cases in the US with an identified age (which is 99% of all reported cases) fall in the 18-29 age group.¹⁶ In other words, the incidence of positive COVID-19 cases in student-athletes returning to college campuses since June 1 is nearly *seven times lower* than that of the incidence of positive COVID-19 cases among the general population in the US in the 18-29-year-old age range.

Additional safety procedures

In previous years, the term “voluntary” in pre-season voluntary workouts for college football players in the United States was interpreted by student-athletes serious about earning or keeping a starting position on their team as meaning “mandatory.”

But this year is not like any other year. In 2020, voluntary workouts [will include](#) mandatory health screenings and home quarantines before student-athletes will be allowed back on campus, as well as mandatory daily temperature checks, mandatory 6-foot minimum social distancing spacing in

¹⁴ 1 positive result out of 237 tests.

¹⁵ 'Demographic Trends of COVID-19 cases and deaths in the US reported to CDC', cdc.gov, <https://www.cdc.gov/covid-data-tracker/index.html#demographics> (last accessed 25 June 2020)

¹⁶ Ibid

workout facilities and weight rooms, mandatory disinfecting/sanitization of equipment and mandatory symptom reporting requirements.¹⁷

Pledges and liability waivers

In addition, many schools have implemented mandatory requirements that student-athletes and their parents sign an acknowledgement of the risks that returning to college athletics poses with the contraction and spread of COVID-19. In some cases, this includes [a waiver](#) of the school's potential liability during the pandemic.¹⁸

Ohio State University has implemented a mandatory requirement that returning student-athletes and their parents sign a "[Buckeye Pledge](#)"¹⁹ in which a student-athlete agrees to be

"an active participant in maintaining [his/her] own health, well-being and safety, as well as the safety of others, by following all the [COVID-19] guidelines and expectations outlined by the University."

Returning student-athletes at a number of other schools, including the University of Indiana, the University of Missouri and Baylor University are also being required to sign a [similar pledge](#).²⁰ According to [published reports](#), Ohio State players who refuse to sign the pledge will not be allowed to return to campus or participate in voluntary workouts, although their refusal won't affect the status of their athletic scholarships, and players under the age of 18 must also have parental consent to sign.²¹

At least one school, Southern Methodist University (SMU), is also requiring student-athletes to sign a [mandatory liability waiver](#) entitled "Acknowledgement of Risk of COVID-19 Summer 2020", relieving the school from COVID-19-related liability, before being allowed to return to school for voluntary

¹⁷ See, for example, Heather Dinich, 'Louisville football players and other athletes return to campus after 14-day home quarantine', espn.com, 3 June 2020, last accessed 25 June 2020, https://www.espn.com/college-football/story/_/id/29256517/louisville-football-players-other-athletes-return-campus-14-day-home-quarantine

¹⁸ Joey Kaufman, 'Coronavirus: Returning Ohio State football players must sign risk waiver', buckeyextra.com, 14 June 2020, last accessed 25 June 2020, <https://www.buckeyextra.com/sports/20200614/coronavirus-returning-ohio-state-football-players-must-sign-risk-waiver>

¹⁹ Buckeye Acknowledgment and Pledge, <https://www.buckeyextra.com/assets/pdf/OH36317615.pdf>. The name relates to the school mascot for Ohio State, which is a buckeye: a small dark brown nut from the official state tree of Ohio; *i.e.*, the Buckeye tree.

²⁰ 'As athletes return to campus, what are they signing up for?', bostonherald.com, 21 June 2020, last accessed 25 June 2020, <https://www.bostonherald.com/2020/06/21/as-athletes-return-to-campus-what-are-they-signing-up-for/>

²¹ Bruce Haring, 'College Athletes Forced To Sign Coronavirus Waivers To Return To Campus', deadline.com, 1 June 2020, last accessed 25 June 2020, <https://deadline.com/2020/06/college-athletes-forced-sign-coronavirus-waivers-return-to-campus-1202958807/>

workouts.²² The SMU waiver goes further than the Ohio State pledge and provides that the student-athlete

“on behalf of myself, my heirs, successors and assigns, hereby waive and release SMU, its employees, trustees, officers and agents from and against all claims, liability, rights, causes of action, costs, attorney’s fees and expenses of any nature whatsoever, whether known or unknown, for any injury, loss or damage, due to contracting the COVID-19 virus.”²³

In the author’s view, other schools are likely to follow suit and will implement similar requirements that student-athletes sign a pledge, or a liability waiver, or both before that student-athlete is allowed back on campus.

On June 19, 2020, the *Los Angeles Times* [reported](#)²⁴ that 30 members of the University of California at Los Angeles (UCLA) football team signed and forwarded to the UCLA Athletic Department a [letter](#)²⁵ demanding protection from the pandemic. Among the many statements made in that letter is the following:

Time and time again, we see individuals within Athletic programs who ought to defend and protect us, leave us in the dark to fend for ourselves. Starting with neglected and mismanaged injury cases, to a now mismanaged Covid-19 pandemic, our voices have been continuously muffled, and we will no longer stand for such blatant injustices.

In response to the Covid-19 pandemic, announcements from the Center of Disease Control and corresponding state and local health authorities clearly recommend the need for safety guidelines in public and private settings to ensure the safety and health of the people. As a result of precedents set by former and current Athletic Staffs, we will no longer leave the topic of our health and safety in the hands of those who have perpetually failed us. Furthermore, we will no longer stand for the condonation of these types of failures.²⁶

²² Sam Blum, ‘SMU athletics requiring student-athletes to sign COVID-19 liability waiver before returning to campus’, [dallasnews.com](https://www.dallasnews.com/sports/smu-mustangs/2020/06/15/smu-athletics-is-requiring-student-athletes-to-sign-a-covid-19-liability-waiver-before-returning-to-campus/), 15 June 2020, last accessed 25 June 2020, <https://www.dallasnews.com/sports/smu-mustangs/2020/06/15/smu-athletics-is-requiring-student-athletes-to-sign-a-covid-19-liability-waiver-before-returning-to-campus/>

²³ Acknowledgement of Risk of COVID-19 Summer 2020, see *Ibid* for copy.

²⁴ J Brady McCollough, ‘UCLA football players demand protection from ‘injustices’ amid pandemic return’, [latimes.com](https://www.latimes.com/sports/ucla/story/2020-06-19/ucla-football-players-demand-protections-amid-pandemic-return), last accessed 25 June 2020, <https://www.latimes.com/sports/ucla/story/2020-06-19/ucla-football-players-demand-protections-amid-pandemic-return>

²⁵ Cam Mellor, ‘Read the UCLA football players full letter’ [bruinsnation.com](https://www.bruinsnation.com/2020/6/21/21298261/ucla-football-read-full-letter-coronavirus-protection-demanding-chip-kelly-dorian-thompson-robinson), 21 June 2020, last accessed 24 June 2020, <https://www.bruinsnation.com/2020/6/21/21298261/ucla-football-read-full-letter-coronavirus-protection-demanding-chip-kelly-dorian-thompson-robinson>

²⁶ *Id.*

The players listed four demands, including the “Ability to make decisions with regard to personal health without consequences in terms of loss of scholarship or retaliation from coaches in any form. That is, it should be within an athlete’s discretion to put his or her health at risk and attend a sports related event without consequences.”²⁷ This fourth demand appears to be in response to UCLA’s position, according to a senior athletic director for internal operations at UCLA who was quoted in the Times article, that the school “had not guaranteed athletes’ scholarships would be protected if they choose not to return because scholarships currently cover them until Oct. 1 and the immediate priority was to safely return them to campus.” It will be interesting to see how UCLA handles these demands and if student-athletes at other colleges and universities make similar demands or claims of “blatant injustices.”

A common theme of both the Ohio State pledge and the SMU waiver form is that the student-athlete acknowledges and agrees to be an active participant in his/her own health care. Both forms also require the student-athlete to acknowledge and assume the risks of possibly contracting the COVID-19 disease as a pre-condition to returning to campus. The Ohio State form includes an acknowledgement by the student-athlete that he/she understands

“COVID-19 is a highly contagious virus and it is possible to develop and contract the COVID-19 disease, even if [he/she] follow[s] all of the safety precautions above and those recommended by the CDC, Local health department, and others,” and that he/she “can never be completely shielded from all risk of illness caused by COVID-19 or other infections.” The SMU form requires the student-athlete to “voluntarily assume all risks related to the COVID-19 virus.”²⁸

Ohio State Athletic Director Gene Smith has been [quoted as saying](#) that, in his opinion, the “Buckeye Pledge” is “not meant to be considered legally binding but rather is being used to educate players about the risks involved.”²⁹ It would be interesting to see if the school’s general counsel agrees with AD Smith’s opinion in this regard. According to a June 21 article that appeared in the Boston Herald newspaper, Marc Edelman, a law professor at Baruch College in New York who specializes in sports law feels that superficially,

²⁷ *Id.*

²⁸ Both the Buckeye Pledge and the SMU form appear to confuse the novel coronavirus (designated SARS-Cov-2) with the disease that is caused by that virus (COVID-19 which is an acronym for Coronavirus [COVI] Disease [D] 2019 [19]). <https://www.valemedicine.org/stories/covid-19-glossary/#:~:text=COVID%2D19%20means%20Coronavirus%20Disease%202019>. (last accessed 25 June 2020)

²⁹ ‘Ohio State football players sign coronavirus pledge acknowledging risk involved’, washingtonpst.com, 7 April 2020, last accessed 25 June 2020, <https://www.washingtonpost.com/sports/2020/06/15/ohio-state-football-players-sign-coronavirus-pledge-acknowledging-risk-involved/>

“the language in the SMU waiver may look more bothersome than the language in the Ohio State pledge, among the two I consider the Ohio State pledge to be the more morally wrong of the two documents ... [b]ecause not only does the pledge seem to reduce Ohio State University’s liability, but it is written in such a way that college athletes themselves might not even have their guards up to what the university and lawyers are attempting to do.”³⁰

Legal opinions vary widely on the enforceability of these types of pledges or waivers as do the laws in the various states. For example, Louisiana (with 12 Division I athletic programs), Montana (2 D-I schools) and Virginia (14 D-I schools), disallow liability waivers entirely.³¹ The laws of nearly every other state differ between on what is required for limiting liability based on signed waivers from lenient to strict enforcement. Some states require clear, unambiguous and explicit wording before enforcing a waiver while others require that the waiver not violate public policy, clearly capture the intention of the parties and the waiver language is clear.

The legal doctrine of “assumption of the risk” is also well-recognized in the United States but, much like the law of waiver, both the expression and the application of the doctrine varies from state to state. The assumption of a particular risk may either be implied or contractual, but it generally applies to limit or entirely bar an individual from recovering damages sustained when that person knowingly and voluntarily exposed themselves to a known danger. Stated differently, assumption of the risk bars a plaintiff/claimant from recovering damages when it is established that the claimant knew of a hazardous condition and willingly exposed themselves to such a condition. The doctrine has been applied to prohibit a fan at an American baseball game from suing for being [hit by a foul ball](#) while attending a game,³² or being [struck by a puck](#) at a hockey game,³³ or most [snow skiing/snowboarding accidents](#) except when a ski resort has created or increased the risk of unsafe conditions.³⁴ The assumption of the risk doctrine does not apply if a defendant has been guilty of gross negligence, recklessness, or intentional misconduct.

³⁰ See Footnote 20, above

³¹ See Footnote 4, above

³² James C. Kozlowski, J.D., Ph.D. ‘Majority “Baseball Rule” Limits Spectator Liability’, nrpa.org, 1 May 2013, last accessed 25 June 2020, <https://www.nrpa.org/parks-recreation-magazine/2013/may/majority-baseball-rule-limits-spectator-liability/#:~:text=Assumption%20of%20risk%20is%20a,unprotected%20areas%20of%20baseball%20stadiums.> See also Tim Walker, ‘Liability for spectator safety in sport from on-field incidents in the USA and England & Wales’ lawinsport.com, 19 Aug 2015, <https://www.lawinsport.com/topics/item/liability-for-spectator-safety-in-sport-from-on-field-incidents-in-the-usa-and-england-wales>

³³ C. Peter Goplerud III, Nicolas P. Terry, ‘Allocation of Risk between Hockey Fans and Facilities: Tort Liability after the Puck Drops’, Tulsa Law Review, Spring 2003, last accessed 25 June 2020, <https://digitalcommons.law.utulsa.edu/cgi/viewcontent.cgi?article=2410&context=tlr>

³⁴ See, *Willhide-Michiulis v. Mammoth Mountain Ski Area, LLC*, 25 Cal. App. 5th 344, 358-359 (2018), <https://law.justia.com/cases/california/court-of-appeal/2018/c082306.html>

As far as this author is aware, there are no reported cases analyzing the efficacy of a signed pledge or waiver, like the Buckeye Pledge or SMU's waiver form, in connection with a claim that a student or a student-athlete contracted COVID-19 after returning to campus. However, an important issue that will likely come up in any personal injury case over contracting COVID-19 will be which party – as between the student and the school – has the burden of establishing how, when and where the disease was transmitted.

Gavin Newsom, the Governor of California, recently signed an [executive order](#) that creates a “time-limited rebuttable presumption” that employees who contracted COVID-19 contracted the disease at work, in order to allow California workers easy access to workers’ compensation benefits.³⁵ No similar type of presumption has, to date, been applied to colleges and universities in the US. As a result, it may be difficult for a student or student-athlete who has contracted COVID-19 to establish that he/she contracted it in the weight room or a training facility rather than at a party, or at the local grocery store or pharmacy. All of these issues are sure to be played out in courtrooms across the country in 2020 and beyond.

Legal immunity

Colleges and universities have been concerned about the legal implications of re-opening their campuses generally, and college sports specifically, for some time. On May 13, fourteen college presidents from around the country participated in a telephone conference call with Vice President Mike Pence and Education Secretary Betsy DeVos to discuss a variety of issues related to re-opening colleges and universities this fall.

Among the many topics covered was the expressed need for some type of [legal immunity](#) from COVID-19 lawsuits arising out of re-opening campuses.³⁶ As Senate Majority Leader Mitch McConnell (R-Ky.) has explained:

“Many of us are very anxious to get back to some level of economic interaction and do it safely. Can you imagine the nightmare that can unfold this fall if [elementary school] kids are still at home and colleges and universities are still not open? And that scenario is further aggravated in the absence of some kind of liability protection that reassures school

³⁵ Gavin Newsome, ‘Governor Newsom Announces Workers’ Compensation Benefits for Workers who Contract COVID-19 During Stay at Home Order’, gov.ca, 6 May 2020, last accessed 25 June 2020, <https://www.gov.ca.gov/2020/05/06/governor-newsom-announces-workers-compensation-benefits-for-workers-who-contract-covid-19-during-stay-at-home-order/>

³⁶ Kery Murakami, ‘Colleges Worry They’ll Be Sued if They Reopen Campuses’, insidehighered, 15 May 2020, last accessed 25 June 2020, <https://www.insidehighered.com/news/2020/05/15/colleges-seek-protection-lawsuits-if-they-reopen>

*administrators that they can open up again as long as they do it safely and follow the guidelines.*³⁷

McConnell has [also stated](#) that COVID-19 legal immunity, whether it's temporary or targeted, is a “red-line” issue (i.e., a deal breaker) before another pandemic relief bill will be passed.³⁸ That sentiment was echoed by House Minority Leader Kevin McCarthy (R-Cal.) who [said that](#) no funding bill will pass without legal liability protection.³⁹

It remains to be seen whether Congress or individual state legislatures, will pass a law or laws that will immunize colleges and universities from COVID-19 lawsuits arising from re-opening campuses this fall. As of the writing of this article, there remains a great divide between conservative and liberal politicians over this issue with Republican lawmakers in favor of some type of immunity and Democrats opposing immunity. As a result, it is difficult to predict whether state or federal lawmakers will pass any type of COVID-19 immunity legislation. Much like everything else with this pandemic, legislators, business owners and institutes of higher education all find themselves in uncharted territory with respect to immunization from liability.

Best practices

National, state, county and local health guidelines throughout the U.S. on how to deal with and combat this pandemic make it an incredibly challenging task for colleges and universities to determine best practices when re-opening schools and college athletics. In order to combat the spread of COVID-19, to protect the health, safety and well-being of students and student-athletes, and to protect against COVID-19 related liability, colleges and universities would in the author's view be well advised to, at a minimum:

- establish a set of health guidelines that incorporates information and recommendations from local, county, state and federal health organizations;
- ensure those guidelines are vigorously followed and that compliance with those rules is well-documented;

³⁷ *Id.*

³⁸ Jordain Carney, 'McConnell draws 'red line' on coronavirus bill: It won't pass without 'liability protection'', thehill.com, 28 April 2020, last accessed 25 June 2020, <https://thehill.com/homenews/senate/495155-mcconnell-draws-red-line-coronavirus-bill-wont-pass-senate-without-liability>

³⁹ Ellen Sheng, 'As America reopens, prepare for a flood of coronavirus workplace lawsuits', cnbc.com, 20 May 2020, last accessed 25 June 2020, <https://www.cnbc.com/2020/05/20/as-us-reopens-prepare-for-flood-of-coronavirus-workplace-lawsuits.html>

- openly and regularly communicate with their students and student-athletes about the pandemic and updated health and safety rules and regulations;
- be flexible and regularly assess their established guidelines and rules;
- work with the school's risk management or insurance departments, as well as in-house or outside legal counsel, to stay up to date on the status of insurance coverages, notices and claims;
- be willing to recalibrate and, if necessary, pivot away from any rules that are outdated, unworkable or ineffective; and
- routinely collaborate with city, county, state and federal health organizations on testing protocols and results as well as health precautions and guidelines.

Schools will also likely continue to require that student-athletes sign acknowledgements, or pledges, or liability waivers, or whatever other title schools put on such forms, that detail the risks associated with the contraction and spread of COVID-19 in order to attempt to minimize their liability for any COVID-19 related lawsuits.⁴⁰

⁴⁰ America is perhaps the most litigious country in the world so, regardless of the steps schools take to ensure the health and safety of returning students and student-athletes, or the forms signed, it is inevitable that lawsuits will be filed when a student or a student-athlete contracts the disease.

Author:



Richard Giller

Partner, Pillsbury Winthrop Shaw Pittman LLP (Los Angeles)

Richard Giller focuses his practice on recovering insurance benefits from reluctant insurance companies on behalf of his corporate and individual clients.

With more than 30 years of experience as an insurance recovery lawyer, Richard counsels for his clients in complex insurance and commercial matters and, when necessary, crafts litigation strategies to protect his clients. He has represented policyholders all over the country and successfully secured hundreds of millions of dollars in defense costs, settlements and indemnity payments on behalf of his clients. Richard is a strong advocate for policyholders in cases involving nearly every type of insurance coverage.

In addition to representing corporate clients, Richard also represents collegiate and professional athletes, professional sports teams and entertainers in connection with permanent total disability (PTD), temporary total disability (TTD) and loss-of-value (LOV) insurance claims, as well as securing workers' compensation benefits for professional athletes. His sports insurance clients have called him "the foremost expert in the area of sports insurance," noting he's "a pleasure to work with." He also has significant experience in matters involving event cancellation and other types of entertainment insurance claims.

Colleague Eric Chenowith, Owner of Leverage Disability and Life Insurance Services recently said, "In a world where insurance consumers are often misled by unscrupulous brokers and disregarded by carriers during claims, there is Richard Giller to keep them honest. The past six years I have had the honor to get to know Richard professionally and personally. This time has allowed me to attest to his character, work ethic and integrity. Most importantly, he arms me with confidence to pursue my career as the country's leading Lloyd's sports Insurance producer knowing he is there to deploy if a claim is ever unreasonably denied.

Richard can be reached at Richard.Giller@pillsburylaw.com or at (213) 488-3624.