

Risk Management Policies and Agreements of Theta Tau

Revised Spring 2020

Whereas, The purpose of Theta Tau is to develop and maintain a high standard of professional interest among its members and to unite them in a strong bond of fraternal fellowship, and Whereas realizing that abuse of controlled substances and/or alcohol can erode these two cornerstones on which the Fraternity was founded, and Whereas it is the obligation of the Fraternity to ensure the social and physical well-being of its members and to limit the liability of our members, chapters and the national Fraternity. Therefore, Be it resolved that the Theta Tau 2002 National Convention adopts the following Risk Management policies pursuant to the Articles and Bylaws of the National Constitution.

Policy on Alcoholic Beverages

Members of Theta Tau shall abide by all applicable liquor control laws including 21 yo drinking age (or 19 yo drinking age if in Canada) of the state, city, college or university, and the Fraternity at events and activities sponsored by Theta Tau, held on/in a Theta Tau property, or that an observer would reasonably associate with the Fraternity.

I understand the Policy on Alcoholic Beverages*

Hosting an event:

Events with alcohol must be organized in one of the following manners:

1. Use of a licensed site where the site is responsible for the control of alcohol
2. Use of a properly licensed catering service where the catering service is responsible for the control of alcohol.
3. BYOB (Bring Your Own Beer or Wine) event – such events involves make each individual attending the party responsible for their own consumption. No common source of alcohol, nor any hard liquor, is permitted at BYOB events.

I understand the Policy on Hosting an event*

Organizing/Monitoring an event:

- Open parties are strictly prohibited. Parties and other social activities are only open to members of Theta Tau and their guests by invitation only.
- Precautions will be taken to prevent the excessive consumption of alcoholic beverages and prevent consumption by those under the legal drinking age.
- Those who arrive at an event in an intoxicated state shall not be admitted.
- At each event, there shall be designated non-drinking members.
- Non-alcoholic beverages shall be provided at each event.
- The event will end at a fixed and pre-determined time.
- No "drinking games" shall be permitted.
- Chapters are encouraged to call a cab or arrange for 100% sober drivers to assist those who may need assistance in transportation

I understand the Policy on Organizing/Monitoring an event*

Member Responsibilities:

Although the chapter officers are primarily responsible for promoting compliance with this and other policies, each student member is expected and obliged to assist in ensuring adherence to this policy. In an effort to maintain and abide by this policy, members shall use the following guidelines:

1. No alcoholic beverages may be purchased using chapter, pledge class, or fraternity funds; nor may any member coordinate the collection of funds from individual members ("pass the hat") for such a purpose.
2. No member of Theta Tau shall be permitted to consume alcoholic beverages at or to arrive intoxicated or otherwise under the influence to any of the following programs: chapter meetings, initiation ceremonies, recruitment events, and pledge education activities.
3. No common source of alcohol (including, but not limited to kegs, jungle juice/trash can "kool-aid", or party balls) shall be available at events and activities (unless hosted by a third-party licensed and insured vendor or hosted at a licensed site).
4. No hard liquor (including, but not limited to spirits, jungle juice, bottled mixed drinks) will be available at events and activities (unless hosted by a third-party licensed and insured vendor or hosted at a licensed site).

5. Individual members will alert local, university, or fraternity officials of any event planned that does not comply with these requirements as may be necessary to prevent an unsafe event from being held.
6. In the event of a risk management incident involving a member or potential member of Theta Tau and/or an incident involving police, university officials, or emergency services, the chapter must report the incident by phone call to the Theta Tau Central Office and/or head of the National Risk Management Committee within 24 hours.

I understand the Policy on Member Responsibilities*

Officer Responsibilities:

Chapter officers (or Risk Management Chair) will organize chapter participation at least once per year in each of the following areas:

- alcohol and drug awareness program to educate its members on the responsibilities and consequences of alcohol consumption and drug use;
- anti-harassment program to assist members in recognizing, preventing and reporting discrimination, sexual harassment and hazing
- mental health recognition program (such as suicide or depression) to help members in the recognition of warning signs, identification of referral resources, and skills to respond to members at-risk

They will also ensure that the provisions of this risk management policy are followed for all Theta Tau functions.

I understand the Policy on Officer Responsibilities*

Policy on Abusive Behavior

The Fraternity will not tolerate or condone any form of abusive behavior on the part of its members or pledges (whether physical, mental, verbal, sexual or emotional) in violation of any federal, state, local and university regulation. This is to include any actions directed toward members, nonmembers, friends, or guests.

I understand the Policy on Abusive Behavior*

Policy on Hazing

No chapter, colony, student or alumnus shall conduct nor condone hazing activities. Hazing activities are defined as: "Any action taken or situation created, intentionally, whether located on or off fraternity premises, to produce mental or physical discomfort, embarrassment, harassment, or ridicule. Such activities may include but are not limited to the following: Forced use of alcohol; paddling in any form; creation of excessive fatigue; physical and psychological shocks; wearing of public apparel which is conspicuous and not normally in good taste; engaging in public stunts and buffoonery; morally degrading or humiliating games and activities; and any other activities which are not consistent with academic achievement, fraternal law, ritual or policy or the regulations and policies of the educational institution, or applicable laws.

I understand the Policy on Hazing*

Policy on Controlled Substances

1. The possession or use of controlled substances at any Fraternity activity shall be in compliance with all federal, state, local and university regulations.
2. Chapter officers are obliged to take disciplinary measures, in accordance with Chapter VI of the Bylaws, when warranted, on any individual who negatively affects the chapter or Fraternity through misuse of controlled substances.
3. Each chapter is encouraged to regularly participate in an alcohol and drug awareness program at the chapter's University to educate its members on the personal consequences of drug abuse as well as how such use affects each individual chapter and the national Fraternity.

I understand the Policy on Controlled Substances*

Policy on High-Risk Events

Theta Tau cannot condone and discourages participation in high-risk events. Examples of high-risk events include, but are not limited to: Bungee jumping, parachuting, sporting events such as boxing, etc. Individuals choosing to take part in these sorts of events do so at

their own risk and with the full understanding of the inherent risks associated with them.

I understand the Policy on High Risk Events*

Policy on Transportation

Theta Tau chapters are encouraged to establish a transportation policy for chapter events which are not held at or within walking distance from the chapter facility. It is strongly recommended that the policy include the use of a form of mass transportation, such as charter buses, to transport members for such events, and particularly for events where alcohol may be consumed. When transportation is not arranged, alternative procedures, such as designated (in advance of the event) drivers, should be used.

I understand the Policy on Transportation*

Policy on Property Management

The chapter facility, along with its furnishings and landscape, are encouraged to provide for each member an environment for study, clean and safe living conditions, and recreation. Property should be maintained in a manner, which makes it inviting and attractive to parents, rushees, and alumni. A sound program focused on proper maintenance of the property, along with due regard for university, health, or fire department regulations, where applicable, shall be followed in each chapter. Rents and fees collected should be sufficient to meet not only annual expenses, but also sufficient to allow for savings toward significant renovations and/or new facilities.

I understand the Policy on Property Management*

Policy on Gun Safety

Individuals choosing to exercise their right to bear arms should do so only after undergoing appropriate courses on gun safety and use sponsored and conducted by a reputable organization. The Fraternity generally believes that the chapter house is no place for a firearm and it should instead be stored safely elsewhere by the owner (such as a parent's home or a firing range). To prevent it from misuse or accidental use by its owner, another member, a guest, or an intruder, firearms kept on chapter premises shall be stored unloaded, in a locked storage area accessible only to the owner(s) of said firearms. Ammunition shall be stored in a separate locked area from the firearm. No loaded firearm shall be on Chapter premises. Notwithstanding the manner in which such a firearm is maintained or stored by its owner, firearms shall not be displayed, demonstrated, or cleaned on chapter premises or as part of any chapter activity.

I understand the Policy on Gun Safety*

Trademark Policy

The Fraternity name, letters, coat of arms, and various insignia are protected by trademark registration owned by Theta Tau (the national Fraternity). The design or representation of the coat of arms, various insignia, Greek letters "??", and the words "Theta Tau" are not to be manufactured, created, used or offered by sale by any person, company or firm except as specifically authorized by Theta Tau (the national Fraternity). The use of any text or design which casts Theta Tau in a negative light or is otherwise contrary to the ideals and values of Theta Tau, specifically including, but not limited to, materials deemed to be in conflict with Theta Tau's Risk Management Policies, is prohibited. If instructed to do so by the national Fraternity, any entity will cease such use.

By virtue of their chapter charter or colony certificate, chapters and colonies are permitted to use trademarked property only in furthering the mission of the organization, only in such manner as may be prescribed under our national laws, policies, or instructions, and only in a manner which reflects favorably upon Theta Tau. Permission for specific use will not be interpreted as general permission for continual or expanded use. The determination of appropriate use of Theta Tau's trademarked property rests solely with Theta Tau (the national Fraternity). This policy will apply to any form, manner, or media in which trademarked property may appear or be rendered.

I understand the Trademark Policy*

Website & Social Media Policy

A chapter website and social media site should reflect the purpose and mission (Engineering Leaders for Service, Profession, and Brotherhood) of Theta Tau. Content and design should recognize that we have several different audiences who may view and use a site: prospective members, current student members, chapter alumni, parents and family of members, and university officials.

- Content must be appropriate, accurate, and portray Theta Tau favorably.

- Content on any website, social media page, group, or site must promote a positive image of the chapter (its pledges, members, and alumni), the national Fraternity, and the chapter's host institution.
- Review Fraternity Risk Management Policy and Trademark Policy in developing and maintaining your site. Any page (including those showing policy violations) can be copied or saved, and screen shots of a site can be taken.
- Ritual information should never appear on a site or in any electronic communication (post, email, text, tweet, etc.).
- All photos, presentations, podcasts, artwork, audio, or video posted must be appropriate in nature and must adhere to the Risk Management and Trademark policies.
- If individual member pages, sites, or posts that are linked from chapter sites do not also comply with this policy, their site should be blocked, unlinked, or deleted.
- Chapters should promptly remove posts, messages, tweets, etc that do not adhere to this policy.
- Appropriateness of content is the responsibility of the chapter but may be monitored by the national Fraternity.
- Please review the related social media guidelines (for Facebook, Twitter, etc) on the Theta Tau website which provide additional suggestions and guidance

I understand the Website & Social Media Policy*

Indemnification, Authority, and Signatory Policy

Theta Tau (the national Fraternity) will not defend, nor indemnify, any college or university host institution against the institution's own negligence. Chapters/Colonies, officers, members, advisers; alumni group members and officers; and house corporation members and officers are not officers of Theta Tau (the national Fraternity) and do not have authority to execute agreements, contracts, or documents on behalf of the Fraternity that would bind or otherwise obligate Theta Tau.

Pursuant to the Federal Volunteer Protection Act, 42 U.S.C. §§1450-14505, college or university host institutions may not hold Theta Tau volunteers at any level liable for harm caused by a negligent act or omission of a volunteer acting within the scope of his responsibilities as a Theta Tau volunteer.

The Grand Regent (national president) and Executive Director are the only officials who are authorized to sign contracts, agreements, or any other legal document on behalf of Theta Tau (the national Fraternity).

Chapters, colonies, alumni groups, and house corporations executing agreements for their respective entities must use their full name (e.g. Alpha Chapter of Theta Tau, National Capitol Alumni Club, Zeta House Corporation, Inc.) on any contracts, agreements, or documents only after having received permission to do so under the laws and procedures of their respective local group. Chapters that receive requests that seek to bind the local group or indemnify another entity (such as the college, university, or athletic arena/venue) are instructed to contact the Central Office before executing any such agreement.

I understand the Indemnification, Authority, and Signatory Policy*

Photo and Image Release

I hereby grant Theta Tau Professional Engineering Fraternity permission to use my likeness in a photograph or video in any and all Fraternity publications, including website entries, without payment or any other consideration.

I understand and agree that these materials will become the property of Theta Tau and will not be returned. I hereby irrevocably authorize Theta Tau to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the Fraternity's programs or for any other lawful purpose.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge the Department of Labor from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am 18 years of age and am competent to contract in my own name.

I have read this release before signing and I fully understand the contents, meaning, and impact of this release.

If you are unable to release your image for the non-commercial use of the Fraternity, please contact the central office. Note that exceptions will be granted on a very limited basis due to the scale at which we operate – having to digitally remove members from group photos is extremely time intensive.

I accept the Photo and Image Release*

Arbitration Agreement

As the exclusive means of resolving disputes between a member and the Fraternity, the parties agree to attempt to resolve any dispute through the use of non-binding mediation utilizing a mutually agreeable arbitrator, if one cannot be agreed upon then the parties agree that the American Arbitration Association shall appoint a mediator to conduct a non-binding mediation. In the event that mediation fails, the parties agree to submit any disputes arising out of this agreement to a binding resolution by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved pursuant the Federal Arbitration Act as well as under any applicable state law and/or state contract law. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

I accept the Arbitration Agreement*

Dues Agreement

By signing this document, I agree that I will do everything in my power to cause my chapter to pay all rightful and correct financial assessments levied by the Central Office and that failure to do so will represent a breach of my responsibilities as a member.

I accept the Dues Agreement*

By signing this form, I agree that I have read, understand, agree to abide by the Risk Management Policy, the Photo Release, the Arbitration Agreement and the Dues Agreement. I further understand and affirm that, should I fail to abide by the aforementioned policies, I may be subject to disciplinary action under the Constitution and Policy and Procedures Manual of Theta Tau.

I agree*

I agree that this agreement will be electronically signed. I agree that the electronic signature appearing on this agreement is the same as my handwritten signature for the purposes of validity, enforceability, and admissibility. I have the capability to receive and open PDF documents on my computer.

I agree *

I accept the [Electronic Terms of Service](#).

I accept the Electronic Terms of Service*

Signed:

User Name

Electronically signed on Aug. 29, 2018 by Anthony McNeil