



Cast, Crew, Musicians, Volunteers, Board Members Liability Release and Policy Agreement

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Introduction

Diversity. Inclusion. More than just words in a script to us. Diversity drives innovation. Inclusion creates community. Theatre in the Grove welcomes everyone. All colors, all LGBTQIA+, all countries of origin, all economic status, all religions, all ages and all abilities. We strive to continue to provide a safe and supportive environment to enable all art and artists to thrive for generations to come.

To this end and to satisfy insurance requirements, we require that all cast, crew, musicians, volunteers, contractors, employees, and board members agree to the policies set forth within this document. Acknowledgement of this agreement is obtained online, via our website. Each year, we will ask all volunteers to re-acknowledge their agreement to this policy.

Some volunteer roles may require criminal and sexual assault background checks. We will notify you separately should your volunteer role require this.

Volunteer Status and Waiver of Liability

This document sets forth the responsibilities and understandings of you (the “volunteer”) and of Theatre in the Grove (“TITG”) regarding volunteer’s participation in volunteer programs partially or wholly coordinated by TITG. The volunteer and TITG agree as follows:

1. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of TITG for any purpose and the volunteer’s services are not controlled nor mandated by TITG.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer’s parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer’s negligent or intentional acts, or the negligent or intentional acts of others; that while TITG has taken some steps to reduce the chances of injuries or harm to the volunteer, that TITG has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer’s property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The volunteer agrees to waive and release TITG from any and all potential claims for injury, illness, damage, or death which the volunteer may have against TITG that might arise out of the volunteer’s service and to hold TITG harmless there from.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer’s negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer’s intentional actions or due to the volunteer’s negligent actions arising outside of the scope of the volunteer’s activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. TITG is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities.
8. The volunteer must maintain his or her own primary medical insurance and the volunteer’s own automobile liability insurance when driving on behalf of a TITG activity (such as running an errand) and other costs related to the volunteer service; and the

volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.

9. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
10. In activities where the volunteer will be transporting others in their personal automobile, or are using their personal automobile for a TITG-related activity, the volunteer will be required to provide proof of automobile insurance in order to participate.
11. Since volunteers are not TITG employees, TITG does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

Harassment Prevention

TITG is committed to a working environment in which all individuals are treated with respect and dignity. Each individual has the right to participate in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including harassment. Therefore, TITG expects that all relationships among persons in the troupe will be professional and free of bias, prejudice, discrimination, and harassment. In order to keep this commitment, TITG maintains a strict policy of prohibiting unlawful harassment of any kind, including sexual harassment and harassment based on race, color, religion, national origin, sexual orientation, gender identity or expression, sex, age, physical or mental disability or any other characteristic protected by state, federal or local employment discrimination laws. This policy applies to all employer agents, employees, contract providers and volunteers who engage in unlawful harassment in the workplace.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either:

- Submission to such conduct is made an explicit or implicit term or condition of participation or employment; or
- Submission to or rejection of such conduct by an individual is used as the basis of employment/participation decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- Cast, crew members, employees or contractors who violate this policy are subject to discipline up to and including the possibility of immediate discharge.

Examples of unlawful harassment include, but are not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, e-mail and faxes or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of the employee's sex or other protected characteristic.
- Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss, and offers of employment/participation benefits in return for sexual favors.
- Retaliation for having reported or threatened to report unlawful harassment.

Any volunteer, employee or other person who believes he/she/they has been harassed by a co-worker, volunteer, patron, contractor, supervisor, or agent of TITG or by a non-employee should promptly report the facts of the incident or incidents and the names of the individual(s) involved to the President of the Board (president@theatreinthegrove.org). Upon receipt of a complaint, TITG will undertake a prompt, thorough, objective and good faith investigation of the harassment allegations. If the organization determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee or volunteer determined by the TITG to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. Cast, crew members will not be retaliated against for filing a complaint and/or assisting in a complaint or investigation process. Further, we will not tolerate or permit retaliation by supervisors or co-workers against any complainant or anyone assisting in a harassment investigation.

Child Protection Policy

When children are included in TITG theatrical productions, workshops or activities, all TITG adult personnel must be cognizant of our behavior and personal conduct. This section details our Child Protection Policy and is intended to assist TITG cast, crew, board members, volunteers and contractors in appropriate interactions with youth.

TITG provides our youth with an opportunity to participate in theatrical productions, workshops and activities. We are committed to creating an environment for youth that is safe, nurturing, empowering, and that promotes growth and success. No form of abuse will be tolerated and confirmed abuse will result in immediate dismissal from TITG. All reports of suspicious or inappropriate behavior with youth or allegations of abuse will be taken seriously. TITG will fully cooperate with authorities if allegations of abuse are made that require investigation.

1. This Child Protection Policy is to be reviewed and implemented at the first rehearsal, class or meeting of any TITG event involving minors.

2. No child is ever to be left alone or left in the presence of just one adult or one youth. There are to be two unrelated adults (Supervisory Adults) present at all rehearsals, performances, classes and any other sanctioned TITG activity involving children. All adults, including directors, stage managers, board members, instructors and other Supervisory Adults will avoid one-on-one situations with minors at all times.
3. Supervisory Adults must know where all of the children are at all times. If a minor needs to leave the group for any reason it must be with the approval of the Supervisory Adult and with a minimum of two youth. Adequate restroom breaks will be provided during all activities. All minors must use the appropriate group restrooms.
4. In the event of a staff position being held by a minor, (i.e. Stage Manager, Director, etc.) there must be an additional TITG appointed Supervisory Adult present at all rehearsals, classes or performances to assure the two Supervisory Adult minimum. In the event of adults and minors involved in the same production, there must be two Supervisory Adults backstage without any other responsibilities at any time the minor(s) are offstage. Any variance of this policy must be with the permission of the Board of Directors and full written consent of the Parent or Guardian.
5. Minors are not allowed outside the theatre, studio, or any space being used by TITG at any time during rehearsal, performance, classes or other TITG activity unless accompanied by their parent/guardian, or Supervisory Adults. The venue of youth activities cannot be changed without prior knowledge and consent by the parents/guardians. Unless youth have written permission by their parents/guardians to transport themselves to and from activities, parent/guardian/authorized individuals must escort them into the venue and return inside to pick them up at the end of the activity. Youth are to wait inside the theatre/rehearsal space when waiting for transportation. Anyone transporting a child must have the written approval of the parent/guardian and must come inside the building and be prepared to present their identification to the TITG personnel in charge. TITG personnel are not allowed to transport any minor without written permission from parents or guardians.
6. Rehearsals, classes, and backstage are closed to outside parties. All people present must have the approval of the stage manager, director, instructor or Supervisory Adult. Access to the rehearsal, class, and performance venues will be limited to doors where entry can be monitored. One door must remain unlocked at all times as all youth activities may be visited without prior notice by TITG staff or parents. The Supervisory Adult is to question any unknown person that enters the building.
7. Any adult suspecting abuse or neglect of a minor, whether it be physical, emotional, or sexual must immediately report the situation to the Department of Human Services or the Police.
8. Emergency numbers and medical information on all minors is to be available to the stage manager, director, class instructor or Supervisory Adult at every TITG activity.

9. The Child Protection Policy is to be enforced at every activity involving minors. Any adult or child that willfully fails to follow this policy is subject to immediate dismissal from the activity.
10. Cast, crew members, volunteers and contractors will not abuse youth in anyway including (but not limited to) the following:
 - **Physical abuse: hitting**, spanking, shaking, slapping, unnecessary restraints;
 - **Verbal abuse:** degrading, threatening, cursing;
 - **Sexual abuse:** inappropriate touching, exposing oneself, sexually oriented conversations; sexually oriented materials
 - **Mental abuse:** shaming, humiliation, cruelty;
 - **Neglect:** withholding food, water, shelter
11. Cast, crew members, volunteers and contractors will utilize appropriate designated dressing rooms for dressing/changing costumes.
12. Cast, crew members, volunteers and contractors will adhere to uniform standards of appropriate verbal interactions.
13. Cast, crew members, volunteers and contractors will not use or be under the influence of alcohol or illegal drugs in the presence of youth.
14. Cast, crew members, volunteers and contractors will not have printed or online pornography on premises.
15. Cast, crew members, volunteers and contractors will not have secrets with youth and will only give gifts with prior parental permission.
16. Cast, crew members, volunteers and contractors will not engage in inappropriate electronic communication with youth.
17. Cast, crew members, volunteers and contractors are prohibited from working one-on-one with youth in a private setting. Cast, crew members, volunteers and contractors will use common areas when working with individual youth.
18. Cast, crew members, volunteers and contractors will report concerns or complaints about other employees, volunteers, adults, or youth to any member of the TITG board.
19. TITG cooperates fully with the authorities to investigate all cases of alleged abuse. All Cast, crew members, volunteers or contractors shall cooperate to the fullest extent possible in any external investigation by outside authorities or internal investigation conducted by the organization or persons given investigative authority by the organization. Failure to cooperate fully may be grounds for termination.

Criminal Background Checks

Because our organization works with minors, you may be required to submit to a criminal background check. Cast, crew, and those involved with a production of a show are required to have a criminal background check. Some additional volunteer roles (such as those that involve working with a minor) may also require a background check. A background check shall be required for all board of directors.

TITG shall not permit any person whose background check reveals a conviction or a pending proceeding for any violent crime, crime involving or against a minor or who declines signing a background check authorization form to participate in a TITG activity.

The background check forms and results will be maintained in confidence on file at TITG. All Supervisory Adults will have passed a background check and will receive training in respect to their responsibilities and the Child Protection Policy and will be required to sign an acknowledgement that he or she has received a copy of the Child Protection Policy, understands it, and will comply with its terms.

How to file a grievance

TITG cast, crew members, volunteers and contractors are encouraged to talk to each other to resolve their problems. When this isn't possible, they should know how to file a grievance:

- If the grievance is about suspected abuse of a minor, report it immediately to the President of the Board of Directors (president@theatreinthegrove.org).
- For issues regarding other adults, communicate informally with the director or artistic director. They will try to resolve the problem. If the concern or problem is with them, first try to discuss the matter and resolve it by requesting an informal meeting. They should try to resolve any grievance as quickly as possible. If unable to do so, they should refer the matter to the TITG President of the Board.

Acknowledgement

We will ask you to acknowledge that you have been provided with this document, have read it, and agree to its terms via electronic means. We will maintain a record of your electronic agreement of this policy for at least 1 year. After this, you will be asked for another electronic acknowledgement.