



## OCTA VANPOOL PROGRAM Participant Agreement

***EACH VANPOOL PARTICIPANT MUST SIGN AND SUBMIT A COPY OF THIS AGREEMENT.***

I, the undersigned, hereinafter called "Participant" read, acknowledge and agree to abide by the OCTA Vanpool Program Participation Guidelines. Participant acknowledges that inappropriate use the OCTA Vanpool Program service may require Participant to reimburse expenses incurred to the Orange County Transportation Authority, hereinafter called "OCTA".

Participant recognizes that participation in the OCTA Vanpool Program is strictly voluntary and that such participation does not, in any manner, imply that Participant is acting in the course and scope of official company business, nor does it in any manner establish an employer-employee or an agency relationship with the OCTA.

In consideration of Participant's request and OCTA's permission to participate in the OCTA Vanpool Program Participant hereby assumes full responsibility and all risk of injury and loss, including death which may result from such participation and hereby agrees to hold harmless, release, waive, forever discharge, and covenant not to sue or bring claims against the OCTA, its officers, directors, agents or employees, by reason of accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting directly or indirectly from such participation in the OCTA Vanpool Program and occurring during said participation, or any time subsequent thereto, whether or not such loss, injury or death caused or alleged to be caused in whole or in part by the negligent acts or omissions of the OCTA, its officers, directors, agents or employees. The terms of this release shall serve as a release and assumption of risks for my heirs, executors, administrators and for my heirs, executors, administrators and for my family members.

Participant acknowledges reading the foregoing paragraphs and acknowledges and understands the potential risks incidental to engaging in the OCTA Vanpool Program. Participant further acknowledges that:

- The OCTA Vanpool Program may be changed or cancelled at any time, without obligation, at the sole discretion of the OCTA.
- The vanpool is open to the public and must accept any person wishing to join the vanpool provided work schedules and routes are compatible. By submitting this Agreement, Participant agrees that the information provided may be entered into the RideMatch.info regional rideshare database. Participant understands that the information provided will only be used for the purpose of matching interested riders to the vanpool group. *Actual monthly ridership must exceed 60% occupancy to receive the benefits of the OCTA vanpool program.*
- A monthly report detailing passenger information, trip times and expenses must be submitted to OCTA by the 10<sup>th</sup> day of each month for the previous month.
- A Passenger Agreement revision must be submitted to OCTA prior to a new Participant first ride in the vanpool.
- OCTA reserves the right to withhold subsidy payments or to terminate a vanpool from the program, for failure to submit monthly reports as specified by OCTA or for failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the "Participation Guidelines".
- OCTA retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the entire program if OCTA deems that it is in the best interest of the agency to do so.

Participant's Name (Print):		Daytime Phone:		
Participant's Signature:		Date:		
Email Address:		Primary Driver's Name:		
Pick Up Point Address or Cross Streets:	Pick Up Point City:	Daily Miles Traveled in van to Work:	Daily Miles Traveled in van to Home:	Date of First Ride: