

PARTICIPANT AGREEMENT

This Vanpool Participation Agreement, upon submittal, will apply to any vanpool for which you are a member until you terminate participation in the program and are removed from the vanpool roster. You are currently applying to join this vanpool:

Primary Driver's Name: _____ Vanpool ID: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY OC VANPOOL PROGRAM PARTICIPANT AGREEMENT

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

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

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 family members.

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

- The OCTA Vanpool Program may be cancelled or changed at any time, without obligation, at the sole discretion of the OCTA. A Participant Agreement must be submitted to OCTA prior to a Participant's first ride in the vanpool.
- 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 will be entered into the regional rideshare database, RideMatch.info. Participant understands that the information provided will only be used for the purpose of matching interested riders to the vanpool group. Participant agrees that only OCTA can use their contact information for commuter marketing purposes and they reserve the right to opt-out at any time.
 I Agree
- A monthly report detailing daily passenger participation and all vanpool expenses must be submitted to OCTA online by the 10th day of each month for the previous month. Actual monthly ridership in the vanpool must exceed 50% occupancy. Failure to maintain 50% occupancy level for three (3) consecutive months will result in suspension of subsidy, until occupancy is increased to minimum requirement level.
 I Agree
- 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 or to place a vanpool on a waiting list, or to terminate the funding of a vanpool if OCTA deems that it is in the best interest of the agency and program to do so.
- The OCTA Vanpool Program is compliant with the Americans with Disabilities Act (ADA) and open to the public. Accessible vehicles are available from the vanpool service provider upon request. NOTICE OF TITLE VI PROTECTION: It is the policy of OCTA to employ its best efforts to ensure that all programs, services, and activities are implemented without discrimination. For more information on OCTA's civil rights program, and the procedures to file a complaint, please visit OCTA.net.

Please enter the name/address of where you get on and get off of your vanpool.

Vanpool Pickup Point: _____

Vanpool Dropoff Point: _____

Participant Authorization By checking the boxes above and below and writing my name in below, and submitting this Agreement, I represent that I am authorized to enter into this Agreement, the information provided herein is true, and I have read and understand the above terms and conditions.

I Agree

Participant Signature Enter your full legal name (at a minimum your first and last name) below and provide your signature.

Participant's Name: _____

Date Signed: _____ Date of Your First Ride in Van: _____

Participant's Signature: _____

Please send the signed Participant Agreement to OCTA at vanpool@octa.net.

For more information or questions regarding this agreement or the program, please contact OCTA at vanpool@octa.net or (714) 560-5588.

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