

University of California, Santa Cruz
Silicon Valley Campus Student
VANPOOL Passenger Agreement

The University of California, Santa Cruz Silicon Valley Vanpool (hereinafter “VANPOOL”) , sponsored by Transportation and Parking Services (TAPS), is available for University employees and students working at UCSC-owned facilities. The UCSC VANPOOL Program’s goals are to reduce mobile source air emissions (including greenhouse gas emissions), reduce traffic volumes along roadways to the campus, and reduce parking demand at the campus.

Participation in VANPOOL is a privilege and not a benefit of employment or enrollment at the University. TAPS reserves the right to refuse participation to anyone. VANPOOL passengers who abuse their VANPOOL privilege by not following policies and procedures may be suspended from, or lose their eligibility to participate in, the VANPOOL program.

This is an agreement (hereinafter, “AGREEMENT”) between the passenger, defined herein as a student that is enrolled at UCSC and who reserves a seat on a Silicon Valley VANPOOL trip, (hereinafter “PASSENGER”) and the Regents of the University of California (hereinafter “UNIVERSITY”).

I. UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY will make a commuter van available for "VANPOOL Use." UNIVERSITY will provide a licensed operator (hereinafter called DRIVER), fuel, maintenance and repair of the van for VANPOOL use. "VANPOOL Use" for PASSENGER means travel between the pre-designated pick-up locations and UCSC drop-off locations.
2. UNIVERSITY is responsible for maintaining van and all necessary safety and emergency equipment as required by State/Federal law and University policy.
3. UNIVERSITY will confirm eligibility for all PASSENGERS. UCSC students who meet certain criteria are eligible to participate in the VANPOOL Program. All PASSENGERS must be 18 years or older.
4. TAPS will review VANPOOL ridership on a monthly basis. VANPOOL PASSENGERS are expected to use the VANPOOL if they reserve a spot. No-shows may result in loss of VANPOOL privileges.

5. UNIVERSITY, at its sole discretion, may terminate any VANPOOL or individual VANPOOL scheduled trips at any time for any reason (including low ridership) without prior notice to PASSENGERS. In the event of termination, UNIVERSITY shall have no obligation, financial or otherwise, to provide another van or other means of transportation.
6. VANPOOL PASSENGERS will be required to comply with this Agreement, UNIVERSITY policy and applicable state and federal law. The UNIVERSITY may terminate from the VANPOOL, without advance notice, any PASSENGER as a result of changing business needs, emergency, to ensure the health and wellbeing of PASSENGERS, or for failure to comply with policies, regulations or other requirements by law.

II. PROGRAM POLICIES

1. All PASSENGERS must be 18 years or older. Minors are NOT allowed on the VANPOOL at any time under any circumstance.
2. In the event of a campus or regional emergency or disaster, all VANPOOLS will need to remain at the work site until all PASSENGERS can be contacted. Any VANPOOL may leave prior to the departure time, if all PASSENGERS have been able to arrange for other transportation. TAPS cannot provide individual rides to PASSENGERS.
3. PASSENGER gives the University of California, Santa Cruz, the absolute right and permission to use their likeness, in any media including but not limited to, photograph(s), video(s), and/or interview(s)] in its promotional materials and publicity efforts for the VANPOOL program. PASSENGER understands that the photographs(s), video(s), and/or interview(s) may be used in a publication, print ad, direct-mail piece, digital media, or other form of promotion. PASSENGER releases the UNIVERSITY, the photographer, videographer, and/or writer, their offices, employees, agents and designees from liability for any violation of any personal or proprietary right PASSENGER may have in connection with such use.

III. PASSENGER RESPONSIBILITIES

- A. The success of the UCSC VANPOOL Program relies on the cooperative relationship between its PASSENGERS and TAPS Staff. Each PASSENGER must take personal responsibility to work together to resolve any conflicts, and fully meet all VANPOOL Program requirements. Refer to Section IV for Complaint and Conflict Resolution. Participation in the VANPOOL program is a privilege, and not a benefit of employment or enrollment at the University and TAPS reserves the right to refuse participation to anyone.

B. The following outlines responsibilities as it relates to PASSENGER in the VANPOOL Program:

1. To wear seat belts at all times when the van is in operation.
2. To arrive at a designated pick-up location 5 minutes before scheduled departure time and clearly identify themselves to the DRIVER. DRIVERS are not required to wait for late passengers.
3. To notify TAPS in advance of any change in scheduling that will cause PASSENGER to not use the VANPOOL.
4. To provide prompt written notice to TAPS of any changes in contact information including phone and email addresses. All PASSENGERS are responsible for checking their UCSC email accounts to receive VANPOOL Program correspondence.
5. To maintain a fragrance free VANPOOL in consideration of individuals with chemical or olfactory sensitivities.
6. To not smoke, drink alcoholic beverages or use illegal, non-prescribed controlled substances, or other substances that may cause impairment, in the van.
7. To comply with reasonable requests of the DRIVER and other passengers.
8. To refrain from engaging in misconduct, including harassment or discrimination based on race, color, national origin, sex, gender identity, pregnancy, physical or mental disability, medical condition, genetic information, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, at all times. To also refrain from loud or unruly behavior as it may pose a distraction to the DRIVER. UCSC Principles of Community and standards of conduct apply at all times while riding the van.
9. To understand seats on the van are not reserved and PASSENGERS should seat themselves in a manner that facilitates passenger loading and unloading or accommodates special consideration for physical limitations.
10. To follow the Complaint Resolution Procedure and participate in mediation efforts described in Section IV.
11. To be financially responsible for any damage caused to the van by PASSENGER's acts or omissions.
12. To not bring any personal items of a size and quantity that impact safety, access in and out of the van, or other passenger comfort (e.g., - large boxes).

13. Comply with all health and safety guidance, orders, or requirements that may be communicated by TAPS. PASSENGER will receive this information via email or other written form from TAPS.
14. In the event of an emergency, injured PASSENGERS can go to the nearest Emergency Room or call 9-1-1. PASSENGER agrees to report immediately all injuries incurred as the result of their UCSC VANPOOL Program participation to TAPS at (831) 459-4289 and to the Office of Risk Management 831-459-1787, FAX (831) 459-3268, 1156 High Street - H Barn, Santa Cruz, CA 95064 immediately.

If PASSENGER is employed by the UNIVERSITY, the following is the workers' compensation medical provider information for **inside** Santa Cruz County:

Santa Cruz Occupational Medical Center (SCOMC)

3601 Caldwell Drive
Soquel, CA 95073
(831) 576-3000

For Emergencies, Nights, Holidays and Weekends:

Dominican Hospital, Emergency Department
1555 Soquel Drive
Santa Cruz, CA 95065
(831) 462-7710

If PASSENGER is employed by the UNIVERSITY, the following is the workers' compensation medical provider information **outside** Santa Cruz County:

Kaiser - Santa Clara

Department of Occupational Health
10050 North Wolf Road Suite SW1-190
Cupertino, CA 95014
(408) 236-6160

Kaiser- San Jose

275 Hospital Parkway
San Jose, CA 95119
(408) 972-6800

IV. COMPLAINT AND CONFLICT RESOLUTION

PASSENGER may seek resources at <https://help.ucsc.edu/> or the contacts listed as Attachment A.

V. INSURANCE COVERAGE AND RESPONSIBILITIES

The following outlines insurance coverage as it relates to PASSENGER in the VANPOOL Program:

1. In the case of personal injuries to UCSC student PASSENGERs in UNIVERSITY VANPOOLS, the injured parties are NOT be covered by University insurance. Students who are employed by the UNIVERSITY are covered by the UNIVERSITY'S Workers' Compensation policy.
3. University self-insurance does not cover the loss, theft or damage to personal property in or on VANPOOL vehicles. These are the responsibility of the owner of the personal property.

VI. LIABILITY RELEASE & INDEMNIFICATION

I understand that there are risks and dangers inherent in commuting to and from my place of employment or school in VANPOOL Vehicles, including but not limited to automobile collisions, vehicle over-turn, pandemics, mudslides, wildfires, and earthquakes. I also understand that I am not a UCSC employee who is covered by Workers' Compensation while a passenger in a VANPOOL. I also understand and agree that as a condition of participating in the UCSC VANPOOL Program, I hereby release the Regents of the University of California, its officers, agents, and/or employees from any liability for any injury or damage which I may suffer while a VANPOOL passenger or DRIVER or while entering or exiting a VANPOOL vehicle.

Knowing this, and in consideration of being permitted to participate in the UCSC VANPOOL Program, I hereby voluntarily release the Regents of the University of California from any and all liability resulting from or arising out of my participation in the UCSC VANPOOL Program, my riding as a passenger in any UCSC VANPOOL vehicle or temporary substitute vehicle thereof, and my operation of any UCSC VANPOOL vehicle.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, agents, and employees of those entities, and that I expressly waive all rights under section 1542 of the Civil Code which states that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I understand and agree that I am releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in the UCSC VANPOOL Program, my riding as a passenger in any UCSC VANPOOL vehicle or temporary substitute vehicle thereof, and my operation of any UCSC VANPOOL vehicle. This release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Regents of the University of California, its officers, agents or employees.

I understand and agree that this release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by acts or omissions of others.

I understand that I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating in the UCSC VANPOOL Program, my riding as a passenger in any UCSC VANPOOL vehicle or temporary substitute thereof, and/or my operation of any UCSC VANPOOL vehicle.

I understand and agree that this release will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and I am agreeing to release, indemnify and hold the Regents of the University of California and its officers, agents and employees harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my participation in the UCSC VANPOOL Program, my riding as a passenger in any UCSC VANPOOL vehicle or temporary substitute vehicle thereof, and my operation of any UCSC VANPOOL vehicle.

I, the PASSENGER, further agree to defend, indemnify and hold harmless the DRIVER and the UNIVERSITY from any and all fines resulting from my failure to wear a seat belt while riding in any VANPOOL vehicle or substitute thereof. I understand and agree that neither DRIVER or the UNIVERSITY, its officers, agents and/or employees shall be liable for any incidental or consequential loss or damages whether same result directly or indirectly from any tardiness, delay or failure on the part of the UNIVERSITY to operate any VANPOOL vehicle on any particular day or days, or for any termination of the UNIVERSITY's VANPOOL Program without prior notice or otherwise.

VII. SEVERABILITY

If any provision of this AGREEMENT or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall be enforced to the maximum extent permitted by law.

VIII. NO WARRANTY

UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF PARTICIPATION IN THE VANPOOL PROGRAM WITH REGARD TO ANY INFECTIOUS DISEASE.

IX. DISRUPTION IN PROGRAM

Disruption of the VANPOOL Program is rare. In the event of any short-term or long-term changes in the program, the UNIVERSITY will strive to provide clear communication to the PASSENGERS of the program, maintain or modify appropriate levels of the program and deploy mitigation measures as necessary. PASSENGER agrees that they have been advised of said potential disruptions, and acknowledge that there may be changes in the VANPOOL Program resulting from such disruptions and agree to such. TAPS reserves the right, at its discretion, to adjust the VANPOOL to meet the changing needs of business.

ATTACHMENT A
CONTACTS FOR EQUITY AND EQUAL PROTECTION (EEP)

*The most up-to-date version of this information can be found at:
<https://equity.ucsc.edu/about/contact.html>*

EEP

Isabel Dees, Associate Vice Chancellor of the Equity & Equal Protection Office:
idees@ucsc.edu

Americans with Disabilities Act

William Kidder, Special Assistant to the ADA Officer: (831) 459-2295 |
wkidder@ucsc.edu

Equal Employment Opportunity / Affirmative Action

Sonjé Dayries, Associate Director for Equal Employment Opportunity:
(831) 459-2686 | sdayries@ucsc.edu

Conra Frazier, Affirmative Action & Equal Employment Opportunity Specialist:
831-459-1590 | cojfrazi@ucsc.edu

Title VI

Judith Estrada, Complaint Resolution Officer: judi@ucsc.edu

Laura Young Hinck, Response Team Coordinator:

(831) 288-5778 | lyounghi@ucsc.edu

Title IX

Isabel Dees, Title IX Officer and Director of the Title IX Office: idees@ucsc.edu

Whistleblower (Fraud)

Whistleblower hotline at 1-800-403-4744.

Locally Designated Official for Whistleblower Matters: wbreport@ucsc.edu

William Kidder, Special Assistant to the LDO, (831) 459-2295 | wkidder@ucsc.edu