

University of California, Santa Cruz, **Vanpool Driver Agreement**

The University of California, Santa Cruz Vanpool Program, sponsored by Transportation and Parking Services (TAPS), is available for University employees and students and other eligible persons to reduce campus related traffic and parking demand. The UCSC vanpools are driven by volunteers and are approved by the UNIVERSITY. Participation in the program is a privilege and not a benefit of employment or enrollment at the University. Vanpool participants 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 between the volunteer Primary Driver, Back-up Driver or Co-Driver (hereinafter called "DRIVER") whose signature appears below and the Regents of the University of California (hereinafter called "UNIVERSITY").

I. UNIVERSITY RESPONSIBILITIES AND POLICIES

1. UNIVERSITY will make a commuter van available to DRIVER for "Vanpool Use." "Vanpool Use" shall mean travel between the DRIVER's residence, pre-designated passenger pickup points, and the worksite (the Commute Trip); and any fueling, maintenance, repair, cleaning or other activities required for operation of the vanpool vehicle. The vanpool vehicle shall also be available to DRIVER for such Ancillary Use as specified in the Driver Benefits section of this agreement.
2. UNIVERSITY Transportation and Parking Services (TAPS) Sales Office will collect all passenger and DRIVER fares based on established payment procedures. UNIVERSITY will determine incentive programs, the operational costs and the fare to be charged to passengers and DRIVER. UNIVERSITY encourages all vanpool participants to fill vacant spaces.
3. All vanpool participants must officially enroll in the Vanpool Program through the TAPS Sales Office. Vanpool participants must enroll as full time participants. Part-time and/or standby status is not available. Enrollment requires completion of a TAPS Permit & Program Application, payment or authorization of payment method, and signed Driver Agreement.
4. UNIVERSITY, at its sole discretion, may terminate any vanpool at any time for any reason (including low ridership) without prior notice to participants. Whenever possible, thirty days written notice will be provided to participants. In the event of termination, UNIVERSITY shall have no obligation, financial or otherwise, to provide another van or other means of transportation. UNIVERSITY will refund to DRIVER and passengers any unused fares, based on the TAPS refund policy in effect at the time of termination; participants will return any unused incentives items, such as Daily-A-Permits and bus passes. Vanpool program bus passes may be exchanged for staff bus passes.
5. If the vanpool vehicle breaks down, is damaged in an accident, or no driver or back up driver is available due to situations such as illness, vacation or unscheduled emergencies UNIVERSITY will offer free temporary carpool parking permits for those vanpool participants that choose to carpool (defined as 2 or more passengers).
6. Vanpool DRIVERS are required to satisfy University and State of California driving, training, licensing, and safety requirements.

7. UNIVERSITY will pay for DRIVER medical exams, driving training courses, and licenses as required by the UNIVERSITY and State/Federal law for drivers of vanpool vehicles.
8. UNIVERSITY will execute contracts with all passengers in which they agree to release the DRIVER and UNIVERSITY from liability claims and demands of any kind for bodily injury, death, loss, theft, or damage to personal property; damages resulting from delays, tardiness, absences of the van on particular days; and for termination of the program. This contract with passengers will also release the DRIVER from liability related to passengers' non-use of seat belts.
9. UNIVERSITY will maintain all necessary vanpool vehicle report forms, and record log of inspections, maintenance, and repairs.
10. UNIVERSITY ensures that the van possesses all necessary safety and emergency equipment as required by State/Federal law and UNIVERSITY policy.
11. UCSC students and non-University persons who meet certain criteria are eligible to participate in vanpool program. **Concurrent enrollment students and University Extension students are not eligible to participate.** All participants must be 18 years or older.
12. UNIVERSITY intent is to provide alternate transportation to staff and faculty. Staff and faculty will be given priority to maximize full-time ridership. UNIVERSITY will maintain waiting lists for vans that have maximum ridership and staff and faculty will be placed at the top of vanpool waiting lists. Students and non-University persons will be allowed to enroll in the vanpool program if no staff or faculty are listed on vanpool waiting lists and a space becomes available. When a van is in need of a driver or backup driver, a person qualified to be a driver who agrees to be a Primary Driver, Co-Driver or Back-up Driver will be given a permanent space over all others on a vanpool waiting list. To ensure efficient operation of a vanpool, if permanent space is not available, the qualified driver will be enrolled as the sixteenth passenger, on a stand-by status until a permanent space is available, and will drive when necessary.
13. DRIVERS or passengers going on leave, medical leave, furlough, sabbatical, break, etc., who wish to reserve their seat on the vanpool must pay full fare during the leave period. Seats may be held for a maximum of three months with payment; after three months, the seat will be made available to people on the waiting list. This three-month reservation period can be extended month by month with payment if there is no waiting list at the end of the holding period and until such time that someone requests to be a vanpool participant. Payment procedures will be based on the payment policy in effect at the time of leave.
14. Vanpool ridership will be reviewed by TAPS on a monthly basis. Vanpool participants are expected to use the vanpool as their primary mode of commuter transportation and must ride the vanpool an average of 3 days a week. Low ridership by an individual will be assessed to determine whether vanpooling is the appropriate commute alternative for the individual. Continued low ridership by an individual may be grounds for termination from the vanpool program. Assessment of circumstances will be done on an individual, case-by-case basis.
15. UNIVERSITY will institute a Complaint Resolution Procedure to allow participants to file written complaints about operation of the vanpool and the conduct of vanpool PASSENGERS and DRIVERS. TAPS will promptly investigate all complaints, and advise

the party making the complaint of its findings and resolution of the matter, to the extent permitted by law.

16. In the event of a campus or regional emergency or disaster, all vanpools will need to remain at the work site until all participants can be contacted. Any vanpool may leave prior to the departure time, if all participants have been able to arrange for other transportation. TAPS cannot provide individual rides to participants.

17. UNIVERSITY will establish standards and policies and will enforce all requirements imposed by law. The UNIVERSITY may terminate, without advanced notice, any DRIVER or PASSENGER for failure to comply with policies, regulations or other requirements by law.

II. DRIVER DEFINITIONS

Primary Driver - An individual who operates the van for commute service on a full-time basis.

Co-Driver - Two individuals who share equally in vanpool driving responsibilities.

Back-up Driver - An individual who acts as a temporary replacement for the primary driver or co-driver when he/she is unable to drive.

III. DRIVER DUTIES

The success of the UCSC Vanpool program relies on the cooperative relationship between its PASSENGERS, DRIVERS and TAPS Staff. Each participant must take personal responsibility to work together to resolve conflicts, and reasonably meet the individual needs of all participants and the vanpool program requirements. TAPS develops equitable policies and assists with limited conflict resolution, but ultimately it is the responsibility of participants to work together to resolve minor issues.

Driver Daily Duties:

- Ensure daily operation of the vanpool with the assistance of back-up drivers according to the UNIVERSITY annual calendar.
- Complete a safety check before operating the van as prescribed by law
- Always use seatbelts when operating the van and advise all passengers to use seatbelts.
- Maintain a list of all passengers and allow only passengers who have paid and have clearance from UNIVERSITY to ride the vanpool.
- Keep a daily log of riders, mileage and other records as required by UNIVERSITY.
- Furnish a secure overnight parking place for the van. (Preferably off-street.)
- Lock and remove keys when the van is unattended.

Driver Weekly Duties:

- Take the van to Fleet Services to be fueled.

Driver Monthly Duties:

- Submit the following paper work to UNIVERSITY by the tenth day of the month.
 - a) Mileage log from previous month
 - b) Daily passenger ridership rosters
- DRIVER will schedule and make van available for monthly cleaning at UCSC Fleet Services by contacting 831-459-2228.

Driver Duties When Needed:

- Take van to Fleet Services every 6000 miles for preventative maintenance as required by the State of California.
- Take the van to Fleet Services immediately for safety related issues (i.e. burned out head-light, non-functioning turn indicator, etc.) or for any mechanical problems.
- Contact passengers and UNIVERSITY as soon as possible in case of any break in vanpool service.
- Attend Driver meetings as scheduled.
- Train passengers on use of the bike rack and ensure that racks are secure before the van is in motion. DRIVER is not responsible for loading or unloading passenger bikes.

IV. DRIVER QUALIFICATIONS

The Qualified Driver Shall:

- Be a UNIVERSITY staff, faculty or student over 21 years of age.
- Hold a valid Class C California Driver's License or a valid Class B California Driver's License when operating a 15- passenger vehicle.
- Have a minimum of 5 years of general driving experience.
- Have no at-fault accidents in the 3 years prior to assuming driver responsibilities and not more than one during any 3-year period while performing vanpool driver responsibilities.
- Have no more than 1 moving violation in the 3 years prior to assuming driver responsibilities and not more than 2 during any 3-year period while performing vanpool driver responsibilities.
- Have no Driving Under the Influence (DUI) offenses in the 5 years prior to assuming driver responsibilities or while performing vanpool driver responsibilities.

- Have no disqualifying action taken against his/her driving license or certificate i.e., Department of Motor Vehicle (DMV) suspension or revocation at any time.
- Authorize UNIVERSITY and RIDES for Bay Area Commuters to review driving records through the Department of Motor Vehicles and participate in the DMV Pull Notice System administered by the UNIVERSITY.
- Attend and successfully complete driver training/defensive driving courses required by UNIVERSITY.
- Pass a physical examination every two years and carry a medical card, issued by examining physician, at all times when operating a vanpool.
- Carry a valid Sworn Statement Card mandated by the State of California when operating a vanpool, which states that you have not been convicted of Drunk Driving, Reckless Driving or a Hit-and-Run offense in the past 5 years. UNIVERSITY will issue card after clearance is received and annually thereafter.

V. DRIVER BENEFITS

PRIMARY DRIVER or CO-DRIVER:

1. Primary DRIVER will pay no vanpool fare. Each Co-DRIVER pays half-fare and shares other primary DRIVER benefits. Back-up DRIVERS receive a 25% discount on the vanpool fare, and use of allotted mileage for ancillary use, if arranged with the Primary DRIVER or Co-DRIVER.

2. In addition to Vanpool Use, DRIVERS may use the van on University business days during the period beginning two (2) hours prior to the Commute Trip and ending three (3) hours following the Commute Trip as defined by the following Ancillary Use policy.

A. DRIVER may use the van for the following Ancillary Use purposes only:

- (a) Conduct brief (one hour or less) personal errands
- (b) Attend medical and dental appointments
- (c) Conduct official University business
- (d) Participate in educational or vocational opportunities
- (e) Transport household members to and from care or school facilities. Driver may not carry any passengers during Ancillary Use Periods with the exception of household members who have an Ancillary Use Rider Agreement (Exhibit B) on file with TAPS. DRIVER may not carry household members under 18 years of age unless granted an exception by TAPS.
- (f) Respond to unanticipated personal emergencies.

B. Exceptions to the Ancillary Use periods may be temporarily granted on a case-by-case basis upon prior request by the DRIVER and at the discretion of TAPS.

D. DRIVER Ancillary Use of vans is limited to a total of 375 miles per fiscal quarter (July - Sept/Oct. - Dec./Jan. - Mar./Apr. - June).

E. The UNIVERSITY will pay for fuel used for Ancillary Use. If DRIVER usage exceeds 375 Ancillary Use miles in any one quarter, DRIVER will be billed by TAPS for the then current vehicle mileage reimbursement rate specified in the campus Travel Policy (currently

\$0.375 per mile). DRIVER is not eligible to request personal reimbursement from DRIVER's Department for use of the van on official University business.

F. Official University Use must be approved by the DRIVERS' department and all vehicle mileage must be reimbursed by the Department should such use result in the van exceeding 375 Ancillary Use miles.

VI. PROGRAM REGULATIONS

1. Only drivers approved by UNIVERSITY are permitted to drive the van for the purpose of bringing vanpool participants to and from work, and during ancillary use. Spouses, partner's household members, or family members of DRIVERS are not permitted to drive the van at any time and can only ride in the vehicle if a signed Ancillary Use Rider Agreement (Exhibit B) is on file with the TAPS department. All riders must be 18 years or older unless granted an exception by TAPS. If granted an exception, children must be restrained in legally conforming car seats and not placed in vehicle seats where air bags may be deployed.

2. In accordance with UNIVERSITY policy, smoking, drinking alcohol beverages, or using controlled substances are not permitted at any time in the van.

3. In accordance with California State Law, it is unlawful to drive any motor vehicles while wearing headphones.

4. All repair work will be done by Fleet Services or agencies approved by UNIVERSITY. The Driver will advise the UNIVERSITY of needed repairs as promptly as possible.

5. No accessories or equipment (including seats) shall be added or removed from the van without prior written consent from UNIVERSITY.

6. Each vanpool participant is responsible for loading and unloading their own bicycle from the vehicle bicycle rack. If more than two people on the van use the bike racks on a regular basis, a schedule for use should be agreed upon and adhered to. A participant utilizing the bike rack shall be courteous to the other members of the vanpool by arriving early to pick-up points and loading/unloading bicycles in a timely manner. Vanpool participants must provide their own locking devices. Participants using bike racks are solely responsible for securing bicycles to the rack in a proper manner. By using the bike racks, vanpool participants assume all risk of loss of or damage to their bicycles from such use, and agree to waive, release and hold both UNIVERSITY and other drivers harmless from any and all such claims.

7. DRIVER agrees to be responsible for the vehicle it will not be used or operated:

- a. In a negligent manner
- b. By any person under the influence of intoxicants or narcotics
- c. In any race, speed test, or contest
- d. To propel or tow any trailer or vehicle
- e. Other than upon a paved public highway or paved or suitably graded private road or driveway
- f. To carry large furniture or other objects that might affect safe operation of vehicle
- g. To carry passengers for hire or for exchange of goods

8. DRIVER is a representative of the UNIVERSITY and obligated to adhere to all UNIVERSITY policies and regulations including Neighborhood Traffic Mitigation Measures and Campus Parking Policies.
- a. When requested, DRIVERS will follow guidelines regarding routes in neighborhoods to minimize traffic impacts on the surrounding community.
 - b. Although some vans have Exempt License Plates (or “E-Plates”), they do not have exempt privileges and will be cited according to violation. On Campus, the van must be parked in its designated Vanpool Parking Space or in parking spaces reserved for A, B, or R permit holders. University Vehicle parking spaces are available by exception only. Parking in spaces designated for Disabled Parking, Meter Parking (without paying), Vendor Parking, Emergency Vehicle Parking, or next to red curbs or curb cuts for Pedestrians is not allowed and subject to citation. All citations issued will be the responsibility of the DRIVER.
9. DRIVER understands that the UNIVERSITY is relying on the DRIVER to operate and use the vehicle in a safe and prudent manner. DRIVER will operate the vehicle in accordance with all applicable laws, ordinances, rules, and regulations. Payment of any citation or violation of applicable laws and ordinances will be the responsibility of the DRIVER. If the vehicle is involved in a violation for which the DRIVER receives a citation, UNIVERSITY must be notified within 24 hours. Proof of resolution must be sent to UNIVERSITY within 30 days.
10. DRIVER agrees to pay all fines, forfeitures, court costs, and other expenses that may be assessed against UNIVERSITY and which are due by reason of DRIVER'S negligent operation of the vehicle, as defined by this agreement, that results in a traffic/parking citation or criminal charges.
11. DRIVER will notify UNIVERSITY as soon as possible of any occurrence which may affect UNIVERSITY interest including, but not limited to: All accidents causing personal injury or property damage; citations for violation of motor vehicle, traffic, or parking laws; suspension, cancellation or lapse of driver's license; defects, malfunctions or breakdowns of the vehicle; termination of DRIVER's employment with UNIVERSITY; inability, for whatever reason, to provide the required services.
12. DRIVER will report within 24 hours to UNIVERSITY any accident involving bodily injury or property damage. This includes any injury to a vanpool passenger occurring during the Commute Trip, whether such injury occurs while the passenger is riding in the van, is entering or exiting the van, or otherwise.
13. DRIVER will notify TAPS immediately if DRIVER is cited or arrested by any law enforcement agency for driving under the influence of any intoxicating substance. DRIVER agrees not to operate any UNIVERSITY vehicle for any purpose after such citation or arrest without the prior approval of TAPS, and further agrees to defend indemnify and hold the UNIVERSITY, its officers, agents and employees harmless from any and all claims for bodily injury, including death, and damage to property, including the loss of use thereof, arising out of DRIVER's operation of the van without providing the required notice to TAPS.
14. DRIVER agrees to report all injuries incurred in the scope of Vanpool Driver volunteer service to TAPS and to the Office of Management (831) 459-2850, FAX (831) 459-3268, 1156 High Street - H Barn, Santa Cruz, CA 95064 immediately. DRIVER's injured while driving University vanpools are ONLY authorized to be treated at (1) Dominican Occupational Health Center, 610 Frederick Street, Santa Cruz, (831) 457-7118 (weekdays 8:00 to 4:30 PM), or (2) Dominican Hospital Emergency Room (after hours).

15. DRIVER agrees to the following rules and regulations (similarly outlined in the Passengers Agreement):

- a. Depart from pick up points and locations at the prescribed time -- however, DRIVER is not expected to wait for late passengers
- b. Wear seatbelts when operating the van
- c. To ensure the vanpool continues to operate daily, the designated DRIVER will notify Primary Driver, Co-Drivers and Back-up Drivers in advance when ill, on vacation, or other reason for being unable to drive the van
- d. Notify UNIVERSITY 30 days before terminating participation in vanpool program, if possible
- e. Recruit additional participants for the vanpool when space is available
- f. Comply with reasonable requests of the other drivers and passengers
- g. Refrain from inappropriate language (including profanity and conversing in a loud volume) and behavior (such as verbal, physical or sexual harassment, racial slurs or abuse of any form) at all times. UCSC Principles of Community and standards of conduct apply at all times while riding the van.
- h. Ensure passengers seat themselves in a manner that facilitates passenger loading and unloading or accommodates special consideration for physical limitations with the understanding that seats on the van are not reserved.
- i. Follow the Complaint Resolution Procedure and participate in mediation efforts.
- j. Refrain from bringing any personal items of a size and quantity that impacts safety, access in and out of the van, or other passenger comfort (i.e. luggage, large boxes).
- k. Maintain a fragrance free vanpool in consideration of individuals with chemical sensitivities.

VII. INSURANCE COVERAGE AND RESPONSIBILITIES

The following outlines insurance coverage as it relates to the vanpool program:

1. The DRIVER, and all authorized passengers who are either UNIVERSITY employees or students who are official UNIVERSITY vanpool volunteers, are covered by the UNIVERSITY's Self-Insured Workers' Compensation Program for any injury, including death, resulting from participation in the Vanpool Program, if such injury was sustained during the Vanpool Use period or death results there from. In addition, the DRIVER and all authorized passengers, if UNIVERSITY employees, are covered by the UNIVERSITY's Self-Insured Workers' Compensation Program for any injury or death resulting from operation of Vanpool Vehicles within the course and scope of official UNIVERSITY business (Documentation of official University use is required from the DRIVER's UNIVERSITY department).

2. The UNIVERSITY's Self-Insured Workers' Compensation Program does NOT provide any coverage for injuries or death of DRIVER while the Vanpool vehicle, or any substitute vehicle, is being use for any purpose other than Vanpool Use or official UNIVERSITY business. The DRIVER will need to rely on personal insurance or resources, or the insurance or resources of responsible third parties for such injuries or death.

3. DRIVER agrees to obtain a signed Vanpool Ancillary Use Rider Agreement (attached hereto as Exhibit B) from each and every person whom DRIVER permits or allows to ride in the Vanpool vehicle, or any substitute therefore, during Ancillary Use periods. DRIVER further agrees to file all such Agreement's with TAPS prior to permitting or allowing any other person(s) to ride in the vehicle. The Vanpool Ancillary Use Rider Agreement for any

Persons under the age of eighteen (18) who is to ride in the vanpool vehicle must be signed by such person's parent or legal guardian. DRIVER hereby agrees to defend, indemnify and hold the UNIVERSITY, its officers, agents and employees harmless for any and all claims for bodily injury, including death, and damage to property, including the loss of use thereof, resulting from any failure of DRIVER to comply with the terms of this paragraph. All persons riding in the Vanpool vehicle, including the DRIVER, during any Ancillary Use period or period in which the Vanpool vehicle is operated for any use not expressly permitted by this agreement, are not covered by the UNIVERSITY's workers' compensation program. Such persons will need to rely on their personal insurance or resources, or on payment from third parties (or their insurers) who caused the injuries or property damage.

4. UCSC student participants in the UNIVERSITY's Vanpool Program are not covered by the UNIVERSITY's workers' compensation program for any injuries they may receive while riding in University Vanpool vehicles. Student participants are required to rely on their personal insurance or resources, or on payment from third parties (or their insurers) who caused the injuries or property damage.

5. Non-University personnel approved by TAPS to participate in the Vanpool Program are not covered by the UNIVERSITY's workers' compensation program for any injuries they may receive while riding in University Vanpool vehicles. As a condition of participation in the UNIVERSITY's Vanpool Program, a Non-University participant's employer must have a written agreement with the UNIVERSITY in which the employer agrees to provide workers' compensation coverage for the Non-University participant, and to waive right of subrogation in favor of the UNIVERSITY for any injuries to or death of such Non-University participant resulting from their participation in the UNIVERSITY's Vanpool Program.

6. The UNIVERSITY's Automobile Liability Self-Insurance Program covers the UNIVERSITY (and the DRIVER if the Vanpool Vehicle, or any substitute therefore, is used as is expressly permitted by this agreement) for injuries or property damage caused by negligence of the DRIVER or the UNIVERSITY in operation of the Vanpool Vehicle, or any substitute therefore. The DRIVER is not covered by the UNIVERSITY's Automobile Liability Self-Insurance Program for any use of the Vanpool Vehicle, or any substitute thereof, other than such use as is expressly permitted by this agreement.

7. The UNIVERSITY's Self-Insured Vehicle Physical Damage Program covers physical damage to Vanpool Vehicles when used as expressly permitted by this agreement. DRIVER shall be financially responsible for any damage to the Vanpool Vehicle resulting from or occurring during any use of the vehicle not specifically authorized by TAPS or this agreement.

8. The UNIVERSITY assumes no responsibility for the loss, theft, or damage to personal property in or on Vanpool Vehicles, including bicycles on vehicle bicycle racks. The owners of such property, including the DRIVER, hereby assume any and all risks of such loss, theft or damages and agree waive and release all claims and hold the University, its officers, agents and employees, harmless for all such loss theft and damage.

9. Recovery of costs under all of the above UNIVERSITY Self-Insurance Programs will be undertaken in all cases of intentional misuse of Vanpool Vehicles, gross failure to exercise reasonable care in operation of Vanpool Vehicles, or any use of Vanpool Vehicles not specifically authorized by this agreement.

VIII. IN CASE OF AN ACCIDENT AND/OR INJURY

The DRIVER agrees to report all injuries to Vanpool Vehicle riders, vehicle accidents, or property damage arising out of use of the Vanpool Vehicle, or any substitute therefore, to TAPS and the Office of Risk Management (831-459-2850 or 831-459-5154) as soon as possible, but no later than one University business day after such event. In the event of a vehicle accident, follow the instructions on the accident packet provided in the Vanpool Vehicle. DRIVER agrees not to make any statement regarding the accident to anyone, except for law enforcement, prior to reporting the accident to the Office of Risk Management.

IX. EMERGENCY BREAK DOWN PROCEDURE

In the event of a break down, the driver shall follow the procedures outlined in the Emergency Breakdown Procedure packet provided in the van.

X. ELECTION OF REMEDY AND INDEMNIFICATION

1. ELECTION OF REMEDY: As a consideration of my participation in the UNIVERSITY's Vanpool Program and in consideration of my use of Vanpool Vehicles for the Ancillary Use purposes stated above, I hereby agree that in the event I am injured or contract any illness or disease during any Vanpool Use period and as the result of my participation in the UNIVERSITY's Vanpool Program, that I am hereby electing coverage under the UNIVERSITY's Self-Insured Workers' Compensation Program, and that the benefits provided by the Labor Code of the State of California shall be my sole and exclusive remedy for any and all such injuries, illnesses or diseases. This election of remedy shall be binding on my self, my spouse, heirs, administrators, executors, and assigns. In the event I am not an employee of the UNIVERSITY at the time of such contracting such illness, injury or disease, I agree that I am making this election as an official UNIVERSITY volunteer.

2. WAIVER, RELEASE & INDEMNIFICATION: In consideration of my participation in the UNIVERSITY Van Pool Program, my Ancillary Use of the Vanpool Vehicle, and my coverage under the UNIVERSITY's Workers' Compensation Program, I the undersigned DRIVER do hereby agree for myself, my spouse, heirs, administrators, executors and assigns to voluntarily release, waive, relinquish and forever discharge any and all actions, claims, judgments, or causes of action for bodily injury, wrongful death, personal injury, and damage to my property, including the loss of use thereof, which I have now or may have at some future time occurring or arising out of my Vanpool DRIVER service, my use of UNIVERSITY vehicles, and/or participation in the UNIVERSITY's Vanpool Program against its officers, agents and employees, whether such claims are known or unknown and whether such claims shall arise by contract, the negligence of any said persons, or otherwise. It is my intention by this agreement to exempt and relieve the UNIVERSITY, its officers, agents and employees from any and all liability to me, my heirs, spouse, administrators, executors, and assigns for bodily injury, property damage, and wrongful death caused by negligence.

I, the DRIVER, for myself, my heirs, spouse, administrators, executors and assigns, do hereby agree that in the event any claim for bodily injury, property damage, or wrongful death arising out of my Vanpool Driver services or my participation in the University's Vanpool Program shall be prosecuted against the UNIVERSITY, its officers, agents or employees, I shall defend, indemnify and hold harmless UNIVERSITY, its officers, agents

and employees from and against any and all such claims or causes of action by whomever made or presented.

I, the DRIVER, hereby expressly waive all rights under Section 1542 of the Civil Code of California 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."

My signature below indicates that I have read, understood and agree to all terms and conditions of this agreement, and will comply with the duties, responsibilities, policies and procedures of the UNIVERSITY's Vanpool Driver Agreement. I agree that my violation of any of the rules, obligations, responsibilities or procedures of the Driver Agreement is cause for immediate termination of my DRIVER services and participation in the Vanpool Program.

Print Name

Signature

Date

Campus Unit _____ Mail Stop: _____

Home Address _____

City _____ Zip Code _____

Home Phone: _____

Work Phone: _____

Email Address: _____

In case of emergency, please notify:

Name _____

Address _____

City _____ Zip Code _____

Home Phone: _____

Work Phone : _____

Reviewed By _____
Transportation and Parking Services Representative

Date _____