



## Participant Agreement

This agreement is between the participant (hereinafter called "rider") and the Centre Area Transportation Authority Commuter Program (hereinafter "CATACOMMUTE"). This agreement shall become effective on the date it is signed below by the rider. By entering into this Agreement, CATACOMMUTE does not actually or impliedly waive any immunity that it may have as a local agency of the Commonwealth of Pennsylvania.

In consideration for participation in the CATACOMMUTE Vanpool Program, the undersigned participant represents and agrees to:

1. officially register with the CATACOMMUTE RideShare program;
2. pay the fare, as established by CATACOMMUTE, by the end of the month for which service is provided until termination;
3. abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members;
4. agree to comply with all provisions of the CATACOMMUTE Vanpool Handbook, of which a copy is located in the van and an electronic copy is located at <http://catabus.com/ServiceSchedules/CATACOMMUTE/Vanpool/index.html>;
5. agree to comply with all provisions of CATACOMMUTE's policies concerning discrimination and harassment and follow the reporting procedures;
6. not bring any personal items of any size and quantity that impact safety, access in or out of the van, or other passenger comfort;
7. be financially responsible for any damage caused to the van by the rider's acts or omissions;
8. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the vanpool or damages the reputation of CATACOMMUTE (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
9. notify volunteer driver sufficiently in advance whenever you cannot meet the van's scheduled pick up time or will otherwise not be riding in the van. Individual Vanpools may establish their own time limits for advance notice;
10. be on time and ready to board the van at the designated pick-up time;
11. provide volunteer driver with a minimum of fifteen (15) days' advance notice of planned termination and submit Participant Withdrawal Form to Commuter Services Manager;
12. comply with reasonable requests from the volunteer driver, speak and behave in a reasonable and courteous manner, cooperate with other riders, and demonstrate good personal hygiene as a courtesy to the entire vanpool (including use of cologne/perfume in reasonable amounts, offensive odors, etc.);
13. report any issues of personal conflict among riders to the volunteer driver and attempt to resolve them in a productive manner;
14. not smoke in or within 25 feet of the van;
15. not drink alcohol in the van;
16. notify CATACOMMUTE if a volunteer driver is operating the van in an unsafe manner;
17. wear safety belts properly at all times while occupying the van;
18. help to keep the van clean and tidy;
19. help recruit and maintain ridership in the vanpool;
20. report to CATACOMMUTE any concerns regarding criminal activity, discrimination, harassment, or need for an accommodation;

CATACOMMUTE does not guarantee that any vanpool route will remain in existence for any definite period of time. CATACOMMUTE is not responsible, and shall be held harmless for any and all consequences associated with discontinuance of a particular vanpool route. I further agree to release and hold CATACOMMUTE, its officers and agents, harmless for damages of any nature whatsoever arising out of or resulting from delays, tardiness, failure to make a scheduled pickup, or absence of a van.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of CATACOMMUTE during my participation in the Vanpool Program. This means that I agree that I am responsible and accountable for my own actions associated with participation in the Vanpool Program. As such, I agree to defend and indemnify CATACOMMUTE, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold CATACOMMUTE, its officers and agents, harmless for any acts or omissions of any nature by fellow participants in the Vanpool Program, including my removal from a vanpool group, because I agree that they are not agents or representatives of CATACOMMUTE and CATACOMMUTE is not responsible for them. I understand and agree that Vanpool privileges are revocable by CATACOMMUTE any time for unsafe practices and failing to adhere to vanpool policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

Home or Mobile Phone \_\_\_\_\_ Email \_\_\_\_\_ [required]

Van # and/or Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

10/2015