

Sonoma Emergency Ride Home Program Rules

Only those trips that are in compliance with the following Emergency Ride Home Program Rules are eligible for reimbursement.

1. Eligible Participants. In order to be reimbursed, a participant must be 18 or older and (1) work in Sonoma County; or (2) be enrolled in a college/university located in Sonoma County. The participant must also have used an Approved Alternative Commute Mode to get to work or to school on the day an emergency trip home is used. You agree to allow SCTA to contact your employer or college/university in order to verify your employment or enrollment and your emergency trip.

2. Approved Alternative Commute Modes. Acceptable alternative commute modes include public transit (bus, train, ferry), vanpool, carpool, bicycling, and walking.

SCTA does not endorse or recommend any transportation service provider. It is the participant's responsibility to conduct their own research and review of available transportation options and select the transportation option that is appropriate in the participant's sole judgement. **SCTA SPECIFICALLY DISCLAIMS, AND YOU RELEASE SCTA FROM, ALL LIABILITY FOR ANY DAMAGE OR INJURY THAT MAY ARISE OUT OF YOUR PARTICIPATION IN THE EMERGENCY RIDE HOME PROGRAM ("ERH Program").**

3. Qualifying Emergency Trips that are Reimbursable through Sonoma County ERH.

- Illness or crisis of participant or immediate family member, including domestic partner.
- Participant is unexpectedly required to work late (i.e. participant was not aware of the situation before the start of the workday), which causes participant to miss planned ride home. Supervisor's authorization is required and may be contacted for verification.
- Carpool or vanpool ride is unavailable due to unexpected changes in the driver's schedule or vehicle breakdown or mishap.
- Bicycle problem, including flat tire or mechanical failure that cannot be repaired at participant's work site, vandalism, or theft.

4. Eligible Trip Origins, Destinations and Stops. All trips must originate at worksites or colleges/universities located in Sonoma County, with the exception of vanpool/carpool vehicle breakdown on the way to or from work or the college/university. The participant may be dropped off at home, a transit stop, or the location of their parked car (e.g. park- and-ride lot, carpool partner's home, etc.). Emergency-related side trips on the way home are permitted, including picking up a sick child at school or daycare, filling a prescription at a pharmacy, or stopping at an ATM for cash to pay for a ride if necessary.

5. Reimbursable Costs. The ERH Program will provide a reimbursement for a one-way taxicab, Lyft, Uber (or equivalent), bus, or train fare, or a round-trip car share or rental car fare, not to exceed \$125.

The following limits apply:

- Participants can be reimbursed for up to **four (4)** ERH trips per fiscal year (July 1st to June 30th), but total reimbursement for any one year may not exceed \$500 per individual participant;
- For a registered taxi in Sonoma County, Transportation Network Company (TNC) such as Lyft or Uber, public transit, car share, or rental car -- individual trips will be reimbursed up to a maximum of **\$125** per trip.
 - **For taxi and TNC trips**, gratuities should be paid by the participant and will not be reimbursed by the ERH Program. Luxury or premium services are not eligible for reimbursement.
 - **For car share trips**, the hourly or day rate cost of a car share vehicle rental may be reimbursed. Membership fees are not eligible for reimbursement.
 - **For rental car trips**, only the base fare cost of a one-day rental plus tax, tolls, and basic rental car insurance are eligible for reimbursement. Additional days are not eligible for reimbursement (e.g., costs for weekend car rentals will not be reimbursed if car is rented on a Friday and cannot be returned until Monday). Fuel costs are the responsibility of the participant. Additional “extras” offered by rental car services, such as a GPS device or full-coverage car insurance, will not be reimbursed. Program participants may not rent “premium vehicles” (SUVs, luxury, specialty), only standard or economy vehicles. Transportation costs to/from a rental car rental location will not be reimbursed.

6. Reimbursement. Trips that meet all of the above requirements will be considered eligible for reimbursement. For each trip to be reimbursed, participants must submit a completed Reimbursement Request form and all valid receipt(s). All Reimbursement Requests must be submitted to SCTA within 30 days of the date of the trip. Payments are typically processed by the ERH Program once a month on a regular schedule. Most payments will be issued within thirty (30) days from the time Reimbursement Requests are received and approved. Payments are made via check sent through the U.S. mail.

7. Assumption of Risk. You acknowledge that participating in the ERH Program does not come without the risk of injury or harm, including, but not limited to, road hazards, or risks inherent in driving, being a passenger or taking public transportation. With this in mind, you accept full responsibility for your own safety and **YOU EXPRESSLY ASSUME ALL RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, WHETHER FORESEEN OR UNFORESEEN**, that you may sustain as a result of participating in the ERH Program, including damage or loss resulting from the negligence of SCTA or its employees.

8. Release of Liability. In consideration for being permitted to participate in the ERH Program, **YOU HEREBY RELEASE AND AGREE TO HOLD HARMLESS SCTA**, its shareholders, officers, directors, members, employees, agents, attorneys, volunteers, agents and contractors (the “**Released Parties**”) from and against any liability, demand, claim or right of action for any

damage or injury, including death, to any person or property, even if such damage or personal injury result from the **NEGLIGENCE** of SCTA or other Released Parties. You further **AGREE NOT TO SUE** or make any demand or claim against SCTA or other Released Parties, for or by reason of any such damage or personal injury from your participation in the ERH Program. **IN NO EVENT SHALL SCTA BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN THE ERH PROGRAM.**

You understand and have been advised that you may have rights under **CALIFORNIA CIVIL CODE SECTION 1542** which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” **YOU EXPRESSLY WAIVE ANY RIGHTS CONFERRED UNDER THIS CODE SECTION** and agree that this agreement shall apply to all unknown or unanticipated risks associated with your participation in the ERH Program as well as known or anticipated risks. You intend this agreement to bind you, your family, your assigns, estate, heirs, and personal representatives.