



Emergency Ride Home Program Rules – Updated 12/12/2017

**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 Marin County; or (2) be enrolled in a college located in Marin 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 TAM to contact your employer or college in order to verify your employment or enrollment.
- 2. Approved Alternative Commute Modes.** Acceptable alternative commute modes include public transit (bus, train, ferry), vanpool, carpool, bicycling, and walking.

TAM 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. **TAM SPECIFICALLY DISCLAIMS, AND YOU RELEASE TAM 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 Marin 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). 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, mechanical failure, vandalism, theft, or unsafe bicycling conditions due to inclement weather.
- 4. Eligible Trip Origins, Destinations and Stops.** All trips must originate at worksites or colleges located in Marin County, with the exception of vanpool/carpool vehicle breakdown on the way to or from work or the college. 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) 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 Marin, Lyft, Uber (or equivalent)-- individual trips will be reimbursed up to a maximum of **\$125** per trip not including tips.
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 TAM 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 TAM 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** TAM, 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 TAM or other Released Parties. You further **AGREE NOT TO SUE** or make any demand or claim against TAM 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 TAM 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.