

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

The University of California, Santa Cruz Silicon Valley Connector (hereinafter “SVC”) , sponsored by Transportation and Parking Services (TAPS), is available for University employees and students working at UCSC-owned facilities. The UCSC SVC 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 the SVC service is a privilege and not a benefit of employment or enrollment at the University. TAPS reserves the right to refuse participation to anyone who abuses their SVC privilege by not following policies and procedures. SVC passengers may be suspended from, or lose their eligibility to participate in, the SVC 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 SVC 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 "SVC Use." UNIVERSITY will provide a licensed operator (hereinafter called DRIVER), fuel, maintenance and repair of the van for SVC use. "SVC 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 SVC Program. All PASSENGERS must be 18 years or older.
4. TAPS will review SVC ridership on a monthly basis. SVC PASSENGERS are expected to use the SVC if they reserve a spot. No-shows may result in loss of SVC privileges or security deposit.

5. UNIVERSITY, at its sole discretion, may terminate any SVC service or SVC scheduled trips at any time for any operational or safety related reason 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. SVC PASSENGERS will be required to comply with this Agreement, UNIVERSITY policy and applicable state and federal law. The UNIVERSITY may terminate from providing the SVC, 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 SVC at any time under any circumstance.
2. PASSENGERS understand and acknowledge that the SCV is a reservation based service for current UCSC students and/or employees. Trips need to be requested and scheduled in advance through a booking software and that the identity of PASSENGERS will be confirmed by either the driver or through QR code upon boarding. Reservations are first come first served and may be made up to 30 days in advance.
3. PASSENGERS understand and acknowledge that travel times may vary depending on weather, traffic conditions, number of stops and reservations and other reasons.
4. PASSENGERS acknowledge that University vehicles may have audio and video recording equipment. By entering the vehicle and riding, PASSENGERS understand and acknowledge that their image and/or voice may be recorded by the equipment and that they have no reasonable expectation of privacy in their image and/or voice. The ownership of any video/audio recordings rest exclusively with TAPS. TAPS may provide recordings to persons who require the use of such recordings for accident investigations, criminal investigations and/or other purposes. TAPS may use video cameras and audio equipment as a method of cooperating with law enforcement personnel and produce recordings pursuant to lawful order of court, subpoena or other legal process. TAPS may view video and audio from cameras for reasons including, accident investigation, investigation of complaints, driver training, camera maintenance and/or testing, criminal investigation purposes or other reasons determined by TAPS in its sole discretion to be beneficial to safety and/or its operations.

III. PASSENGER RESPONSIBILITIES

- A. The success of the UCSC SVC service 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 SVC requirements. Refer to Section IV for Complaint and Conflict Resolution. Participation in the SVC 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 SVC 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 cancel reservations through the booking system or emailing dvs@ucsc.edu at least two (2) hours in advance if service is no longer needed. Rides should be canceled as far in advance as possible to avoid disruptions.
 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 and/or booking software app to receive SVC Program correspondence.
 5. To maintain a fragrance free SVC 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 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 SVC Program participation to TAPS Campus Transit at 831-459-3228 and to the Risk Services 831-459-1787, FAX (831) 459-3268, 100 Enterprise Way, E100, Scotts Valley, CA 95066 immediately.

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 SVC Program:

1. UCSC Student PASSENGERS are required to voluntarily release the Regents of the University of California from any and all liability resulting from or arising out of their participation in the UCSC SVC Program or riding as a passenger in any UCSC SVC vehicle or temporary substitute vehicle.
2. University self-insurance does not cover the loss, theft or damage to personal property in or on SVC 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 SVC 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 SVC vehicle. I also understand and agree that as a condition of participating in the UCSC SVC service, 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 as a SVC passenger entering or exiting a SVC vehicle.

Knowing this, and in consideration of being permitted to participate in the UCSC SVC 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 SVC Program, my riding as a passenger in any UCSC SVC vehicle or temporary substitute vehicle thereof.

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 SVC, my riding as a passenger in any UCSC SVC vehicle or temporary substitute vehicle thereof, and my operation of any UCSC SVC 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 SVC Program, my riding as a passenger in any UCSC SVC vehicle or temporary substitute vehicle thereof.

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 SVC Program, my riding as a passenger in any UCSC SVC vehicle or temporary substitute vehicle thereof, and my operation of any UCSC SVC 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 SVC 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 SVC vehicle on any particular day or days, or for any termination of the UNIVERSITY's SVC 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 SVC PROGRAM WITH REGARD TO ANY INFECTIOUS DISEASE.

IX. DISRUPTION IN PROGRAM

Disruption of the SVC 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 SVC service resulting from such disruptions and agree to such. TAPS reserves the right, at its discretion, to adjust the SVC 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

Samara Winbush, EEO Director
equity@ucsc.edu

Americans with Disabilities Act

Nubyaan Scott, ADA Compliance Officer, nubyaan@ucsc.edu
Mohamed Shahin, ADA Compliance Officer, mshahin@ucsc.edu

Equal Employment Opportunity / Affirmative Action

Samara Winbush, EEO Director
equity@ucsc.edu

Title VI

Samara Winbush, EEO Director
equity@ucsc.edu

Title IX

Julie Lewis, Title IX Director: titleix@ucsc.edu

Whistleblower (Fraud)

Whistleblower hotline at 1-800-403-4744.

Locally Designated Official for Whistleblower Matters: wbreport@ucsc.edu
Anna Finn, Associate Chancellor and Chief of Staff, Locally Designated Official:
annaf@ucsc.edu