



**SANDAG CARPOOL INCENTIVE PILOT PROGRAM PARTICIPATION AGREEMENT,
RELEASE AND AFFIDAVIT OF ELIGIBILITY**

The San Diego Association of Governments (SANDAG) Carpool Incentive Pilot Program (Program) is administered by iCommute. iCommute is the Transportation Demand Management Program for the San Diego region. iCommute encourages use of transportation alternatives to help reduce traffic congestion and greenhouse gas emissions through its programs and services.

The Program, in conjunction with Waze Carpool (Waze), is intended to form and incentivize new carpoolers. In a typical carpool there is a person who drives the carpool (Driver) and a person who rides in the carpool (Passenger), there are incentives for both parties (Participants) during the 90-day incentive period. Participants must qualify to earn the incentive.

To qualify, Participants

- Must be new carpoolers;
- Must be employed at an iCommute enrolled employer; and
- Must use the Waze’s mobile carpool app, Waze Carpool.

Incentives offered to Participants:

- For the Passenger, with a unique coupon code associated with your employer, up to ten (10) free carpool trips in a 90-day period during the pilot period¹.
- For the Driver, offer and complete ten (10) carpool trips during the 90-day pilot period and receive a \$50 gift card.

Participants may be eligible to earn both incentives during the 90-day incentive period.

RELEASE AND AFFIDAVIT OF ELIGIBILITY

By participating in the Program, each Participant acknowledges and agrees to abide by the following terms and conditions and any subsequent updates or amendments (“Agreement”).

I, _____, hereby agree to participate in the Carpool Incentive Pilot Program (the “Program”), administered by the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, CA 92101 (“SANDAG”).

I affirm and represent that, as of the date of this Release, I am otherwise in compliance with, and agree to be bound by, the Carpool Incentive Pilot Program Participant Guidelines (“Program Guidelines”), which I have fully read and understood and are fully incorporated herein. I acknowledge that SANDAG iCommute is providing me with a unique Waze Carpool coupon code tied to my employer is good, valuable, and sufficient consideration and I hereby agree to the following:

TO FULLY COMPLY WITH ALL PROGRAM ELIGIBILITY TERMS AND CONDITIONS, I further agree that:

- I am a new carpooler; I am a new carpooler to this worksite in my current commute.
- I will use the Waze Carpool App and the non-transferrable coupon code to receive offered incentive(s).
- I will complete a brief survey on my experience with the Program at the end of the 90-day trial period.

¹ The first ride is free from Waze Carpool at download, so 10 free trips in total are possible.

TERMS AND CONDITIONS

Volunteer Participant

Participant shall be considered a volunteer under the law. Participant acknowledges that participation in the Program is strictly voluntary and that such participation is not acting in or required by the course and scope of official company business, nor does it in any manner establish an employer-employee or agency relationship with SANDAG or with Waze.

INITIAL _____

Privacy

The collection and use of personal information is governed by the SANDAG Privacy Policy for Collection, Management, and Storage of Personal Information, found at sandag.org/privacy. Personal information is shared with third parties, such as with Waze, in accordance with the SANDAG Privacy Policy in order to protect Participant information. By use of any SANDAG website or SANDAG services and programs, Participant agree to the Terms of Use and SANDAG’s data collection practices contained in the SANDAG Privacy Policy.

INITIAL _____

Indemnification

Participant, in consideration of the request and permission to participate in the Program, hereby assumes full responsibility and all risk of injury or loss, including financial, physical, or otherwise, including death, which may result from participation in this Program. Neither SANDAG nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Participant under or in connection with this Agreement. Participant shall fully indemnify, defend, and hold SANDAG and its officers, agents, and employees harmless from and against any and all liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, and any legal fees and any claims for damages of any nature whatsoever arising out of Participant’s participation in the Program, including without limitation:

- (a) breach of Participant’s obligations under this Agreement; or
- (b) any act or omission of Participant, or their employer, officers, agents, employees, or subcontractors in connection with its participation in the Program. Nothing in this Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement.

INITIAL _____

Responsibility

Participant, in consideration of the request and permission to participate in the Program, hereby assumes full responsibility and all risk of injury or loss, including death, which may result from participation in the Program, and hereby agrees to hold harmless, release, waive, forever discharge, and covenant not to sue or bring claims against SANDAG, its officers, agents, or employees, by reason of accident, illness, injury, or death, damage to, loss, or destruction of any property arising or resulting directly or indirectly from Participant’s participation in the Program and occurring during said participation, or any time subsequent thereto, whether or not such loss, injury, or death is caused, or alleged to be caused, in whole or in part, by the negligent acts or omissions of SANDAG, its officers, agents, or employees. The terms of this release shall serve as a release and assumption of risks for Participant’s heirs, executors, administrators, and for all Participant’s family members.

INITIAL _____

Term of Agreement

The Agreement shall be effective as of the date Participant joins the Program as a new carpooler using the Waze Carpool App and employer-associated coupon code. The Participant accepts the SANDAG financial incentive within a 90-day period for carpool Passengers of a maximum of nine (9) free Waze Carpool trips² and for carpool Drivers a \$50 gift card for completing 10 carpool Waze Carpool trips. Participants shall complete a post-pilot survey at the end of the 90-day trial period. This Agreement shall continue in full force until one of the parties terminates the Agreement or upon the termination date of the Program.

INITIAL_____

It is herein acknowledged that:

1. SANDAG retains the right to deny funding for any new participants and to terminate the funding for the Program if SANDAG deems that it is in the best interest of the agency to do so.
2. SANDAG reserves the right to establish a wait list for Program enrollment, change the Program, or cancel the Program at any time, without obligation, at the sole discretion of SANDAG.
3. Any inappropriate use of the Program will require that Participant reimburse all expenses incurred to SANDAG.
4. SANDAG is authorized to release to Participant’s employer pertinent information related to Participant’s involvement in the Program.
5. SANDAG is authorized to release Participant’s name to Waze in order to verify Participant’s use of the mobile App in order to reward carpool drivers for completing 10 drive trips within the 90-day pilot period only.
6. By signing, either electronically or paper signature, participant acknowledges that they have read the foregoing paragraphs and statements, and have been fully advised of the potential risk incidental to engaging in the Program.

INITIAL_____

PLEASE PRINT LEGIBLY (*required)

Signature*

Print Name*

Date*

Employer*

Email*

Phone*

² The first ride is free from Waze Carpool at download, so 10 free trips in total are possible.