COLORADO SCHOOL OF MINES
SAFE RIDE PROGRAM: DIGGER DRIVE
RIDER AGREEMENT AND RELEASE

By accessing or using Digger Drive, you agree to be bound by these Terms and Conditions listed below. **Students must be 18 or older at the time they complete this Agreement and Release to participate.**

*At any time, for any reason, the Safe Ride program reserves the right to immediately terminate this agreement, including termination of these services permanently and/or denial to the use of Digger Drive services (refer to Section 6).*

1. **Student Account and Contact**

You agree to maintain accurate and up-to-date information in your account associated with Digger Drive. You are responsible for all activity that occurs under your account.

2. **Location and Procedure**

You agree that to use Digger Drive services, the following procedures must be followed:

- To schedule a ride, you must place a call to the dispatcher. You are required to provide your name, phone number, and identity of all riders. All riders must have individually completed this agreement and release to be eligible for a ride. You must also provide a pick-up location. Digger drive provides a free, safe ride home for Mines students. Your drop off location will be your local home address you list below.
- Dispatch will complete one of two actions:
  1. Dispatch you a ride at the earliest availability and drop you off at one location listed below, or
  2. Deny you a ride for reasons outlined in Section 6 and refer you to another service
- Upon the arrival of the car, you will receive a phone call notifying you that your ride is at the pick-up location. After answering the call, approach the vehicle and present a form of identification.
  - If the call is not answered, the navigator will attempt two more calls for a total of three (3) attempted calls. If you miss all three calls, you have forfeited your ride and must call in to schedule a new one (if applicable).
- The driver will then drive you and any other eligible riders to the local home address identified below, and the ride will end at that point.

During the ride, you agree to adhere to the rules outlined in Section 3.

3. **User Requirements and Conduct**

Digger Drive services are not available for use by non-Mines Students. You agree to comply with all applicable laws and Mines’ policies when accessing or using these services, and you may
only access or use these services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will be asked to provide proof of identity upon car arrival.

Rules for the Ride:

1. Riders may not smoke or drink alcohol in the vehicles.
2. Riders may not carry any illegal substances.
3. There may not be more riders in the vehicle than there are seat belts.
4. Riders must wear a seat belt at all times.
5. Riders cannot be picked up at any on campus residence halls.

While riding in any Digger Drive vehicle, you agree to adhere to the rules above for the duration of the ride.

4. Text Messaging and Telephone Calls

You agree that Digger Drive may contact you by telephone or text messages at any of the phone numbers provided in this agreement (message and data rates may apply).

5. Emergencies

In the event of an accident, medical incident, or other emergency, the driver/navigator will make a call to 911 and public safety. You agree that in the case of a 911 call, you will stay with the driver and navigator to ensure your safety, as well as the safety of others.

6. Rider Service Termination/Denial

You agree that at any time, Digger Drive reserves the right to immediately terminate or deny services provided to you for any of the following reasons:

- Falsifying any information on this waiver, including contact and location information
- Falsifying any communication with Digger Drive, including calls between dispatch
- Refusal to provide proof of identity
- If any individual within the party is obscene, belligerent, or overly intoxicated
- If any member of dispatch feels unsafe or threatened
- If the pick-up location is from an on campus residence hall
- If the drop off location is not the riders’ local home address
  - If the destination is not acceptable, the rider will be asked for an alternate address
  - otherwise they will be dropped off outside the Mines Police Department.

*If Digger Drive services are used for transportation to a party of any kind, all services between you and the program will be terminated indefinitely.*
In consideration of my participation in Digger Drive, I agree to hold harmless, release, indemnify and forever discharge Colorado School of Mines, and its Board of Trustees, officers, directors, employees, agents, and any persons acting on their behalf, as well as their heirs, executors and assignors, as well as Colorado School of Mines Undergraduate Student Government, and any persons acting on its behalf, from and against any and all liability, claims, demands, costs and expenses (including attorneys’ fees) arising out of or in any way connected with any bodily injury or property damage in any way relating to or arising out of my participation in Digger Drive, even if the liability, claims, demands, costs and expenses may arise, in whole or in part, out of the negligence or carelessness of the persons or entities mentioned above.

By signing this agreement, I acknowledge and understand that any and all risk associated with my participation in Digger Drive, whether known or unknown, is expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

I understand and agree that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that nothing in this waiver and release shall be construed to waive, limit, or otherwise modify any governmental immunity available to any of the persons or entities released herein under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

I HAVE READ AND UNDERSTOOD THE FOREGOING WAIVER AND RELEASE AND, BY ELECTRONICALLY SIGNING BELOW, DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.