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

By volunteering for the Digger Drive Program, you agree to be bound by these Terms and Conditions listed below. **Students must be 18 or older at the time they complete this Volunteer Application and Agreement.**

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

1. Volunteer Information

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. Volunteer Requirements and Conduct

You agree to comply with all applicable laws and Mines' policies, and only use your position for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will be asked to provide proof of identity upon arrival to the call center. Drivers and navigators are also required to carry a government issued driver's license and proof of automobile and health insurance at all times while driving or navigating in any Digger Drive vehicle.

**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 or driving in any Digger Drive vehicle, you agree to adhere to the rules above for the duration of the ride.

Both driver’s and navigators are required to submit proof of a valid driver’s license, proof of auto insurance, proof of medical insurance and a valid student ID, and submit to a background check of their driving record as part of the volunteer approval process. Dispatchers must submit proof of a valid student ID.
3. Text Messaging and Telephone Calls

You agree that you will use the Digger Drive phones for calls and texts related only to the Safe Ride program. While driving any Digger Drive vehicle, you must not use either a personal device, or a Digger Drive phone. Any calls or texts will only be handled by the navigator. If, for some reason, the driver needs to accept a call, the driver must pull over and stop the vehicle before answering or texting.

The navigator will maintain possession of the Digger Drive phone during the entirety of the volunteer shift. The navigator agrees to assume responsibility for the cell phone for the duration of the night.

*If you are found using the Digger Drive phones for personal use, and/or using a cell phone while driving a Digger Drive vehicle, all your volunteer services will be terminated indefinitely.*

4. Training

By signing this agreement, you agree that you have or will attend an official Digger Drive volunteer training scheduled by the program. You are required to complete this training before you are eligible to volunteer, and you are required to take the training and/or watch the training video each subsequent semester you volunteer as required by the Digger Drive program.

5. Emergencies

In the event of an accident, medical incident or other emergency, you are required to call 911 and dispatch. You agree that in the case of a 911 call, you will stay with the rider(s) until emergency personnel arrive.

6. Volunteer Service Termination/Denial

You agree that at any time, Digger Drive reserves the right to immediately terminate your volunteer services for any of the following reasons:

- Falsifying any information on this agreement
- Falsifying any communication with Digger Drive or riders, including calls
- Refusal to provide proof of identity
- If you are obscene, belligerent, or intoxicated
- If riders feel unsafe or threatened
- If you pick-up or assist in the pick-up of a rider from an on campus residence hall
- If you drop off or assist in the drop off of a rider at a location other than the rider's local home address
- If your actions do not align with values of the Safe Ride program to promote and support a safe and judgement-free ride home for members of the Mines community
- If you refuse or are found refusing rides based on biased and/or non-legitimate reasons
7. Rider Service Termination/Denial

You agree that at any time, you reserve the right to terminate or deny and Digger Drive services to riders for any of the following reasons:

- Providing false information on the rider agreement or to Digger Drive, including falsifying contact and location information
- Refusal to provide proof of identity
- Riders exhibiting obscene, belligerent, or overly intoxicated actions
- 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 a location other than the rider's local home address
  - If the destination is not acceptable, the rider must be asked for an alternate address otherwise they must 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 the rider and the program will be terminated indefinitely.*

I acknowledge and understand that my participation in Digger Drive and the Safe Ride program is a volunteer and not a compensated employee, agent, or contractor of the Colorado School of Mines (“Mines”) and that I am not expressly or impliedly authorized to bind Mines to any agreement, liability or understanding and shall not attempt to do so. I further acknowledge and understand that volunteering does not constitute employment for the purposes of the Colorado Workers’ Compensation Act (C.R.S. § 8-40-202), that I am not entitled to receive worker’s compensation benefits or any other benefits of employment from Mines, including, but not limited to, health care, vacation, or sick time. In the event of an injury requiring medical care, I agree that I will be personally responsible for payment of all medical care.

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 assigns, 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.