

City of Bozeman's Guaranteed Ride Home Program

General Information

Rules and Regulations

Disclaimers, Limitation of Liability and Indemnity

What is the Guaranteed Ride Home program all about?

The City of Bozeman's Guaranteed Ride Home (GRH) Program is a commuter benefit that is designed to provide commuters who regularly use active modes to get to work, a free and reliable ride home when an emergency arises and they cannot use their original form of transportation for the return trip.

Active commuters can take advantage of the GRH Program up to four (4) times per calendar year for unexpected emergencies. Active modes such as biking, walking, transit, carpool, and vanpool all qualify (see Eligibility Requirements below for qualifying emergencies and active modes included in the program).

GRH participants typically use a taxi or ride-hailing service to get home. The program participant then submits their receipt using the Reimbursement Claim Form. The City of Bozeman then reimburses the participant. Commuter benefits such as guaranteed ride home programs assist communities in promoting active modes of transportation, which in turn reduces dependency on motor vehicles, reduces congestion, and creates a dynamic urban environment.

Eligibility Requirements?

To be eligible, active commuters:

- Must be a resident of the City of Bozeman
- Must sign up for the program on the gogallatin.org website and create an account with the requested information. This platform offers many commuter services for the entire Gallatin County area and surrounding communities and is a valuable trip planning asset in addition to offering the GRH program and regular challenges for active commuters.
- Rides must start at the participant's place of work.
- Rides must end at the participant's home but can include stops between work and home to obtain necessary items to address the emergency (e.g. picking up medications)

What is an emergency situation?

An emergency situation includes the following:

- Illness of the commuter or a member of his/her immediate family
- Unscheduled overtime or extended work hours
- A carpool/vanpool driver's inability to make the scheduled trip home due to an unexpected work schedule or illness (carpool leaving unexpectedly or without you also qualifies)
- Regular transit service is unavailable or inaccessible
- Breakdown or malfunction of active mode (e.g. flat tire on bike, carpool leaves unexpectedly without you)

- Any other emergency not anticipated by the user that results in the user being unable to use their usual sustainable transportation.

How do I get started?

1. Read the *General Information, Rules and Regulations and Disclaimers, Limitation of Liability and Indemnity* below for the City of Bozeman GRH Program.
2. Go to gogallatin.org and create an account.
3. Log at least one active transportation trip on the GoGallatin platform on the day you are requesting a reimbursement for.
4. If there is an emergency and you cannot use your original form of active transportation to get home, arrange for ride-hailing services such as Uber, Lyft, or a taxi to secure a ride home.
5. Obtain a receipt for the ride-hail service.
6. Submit the reimbursement form and receipt to the City of Bozeman for reimbursement.
7. The City of Bozeman issues a check for reimbursement via mail.

Rules and Regulations

- The GRH Program is available to residents in the City of Bozeman who are registered on the GoGallatin platform and have logged at least one trip on the day of the ride home was requested.
- The GRH Program is for active commuters who need to get home from work in the event of an emergency. If necessary, you may travel to a doctor's office, school, child care facility, or a park and ride in order to complete your trip home.
- For use on days when participant has used active transportation to get to work.
- Participating members are eligible for reimbursement of up to four (4) rides per year.
- Participants in the program must pay up front for the ride-hail service and then submit the form for reimbursement. Surcharges and gratuity are to be given at the discretion of the participant but are not eligible for reimbursement through the program.
- Any ride taken prior to registration approval will be ineligible for reimbursement. Note that it may take several days for the program to finalize enrollment in the program.
- Participants should submit reimbursement form within two (2) weeks of ride for eligibility.
- The GRH Program will reimburse any local ride services, including but not limited to Uber, Lyft, or taxi.
- Ineligible rides include but are not limited to those needed as a result of natural or man-made disasters, construction delays, rides from home to work, personal appointments, or personal errands.
- Stops for non-emergency or personal reasons may not be included in a ride even if the ride is being used in an emergency capacity (e.g. grocery shopping on the way to pick up a sick child).
- GRH reimbursement forms will be reviewed for eligibility before reimbursement is issued.
- The GRH Program Administrator has the right to request further documentation if needed.
- All members must use the GRH Program only for the purposes outlined in this document. A member who uses the GRH Program in manner inconsistent with the requirements will be removed from the program.

- This program is only a reimbursement program. The selection of the company to provide the ride home is solely up to the participant and the city or GoGallatin has no authority over or control of these companies and assumes no responsibilities for any damages or injuries incurred while using these companies.
- Limited funding is available to issue reimbursements with the program. Reimbursements will be issued on a first come first served basis through December 31, 2022. The City cannot guarantee that submittal of a reimbursement form will result in issuance of a reimbursement check. The GRH Program is subject to change or cancellation without advanced notice.

Disclaimers, Limitation of Liability and Indemnity

Disclaimers

The Guaranteed Ride Home Program services are provided “AS IS” and “AS AVAILABLE.” The City disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, the City makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the program services or that the services will be uninterrupted or error-free.

The City cannot guarantee the quality, suitability, safety, or ability of independent contractor drivers, or other third-party riders. The City does not endorse the background of any independent contractor drivers or third-party riders. Participant acknowledges that independent contractor drivers are not ostensible agents, apparent agents, actual agents, or employees of the City. Participant is solely responsible for ensuring that the independent contractor driver has an acceptable driving record, is legally licensed, and has the necessary insurance coverage to protect both the independent contractor driver and the participant. The participant is also responsible for ensuring the independent contractor driver’s vehicle is in good working condition for any and all driving conditions.

Participant acknowledges that Montana law requires all motor vehicle passengers under six (6) years of age and who weigh less than 60 pounds to be transported and properly restrained in a child safety restraint unless, because of a physical or medical condition, or because of body size, the child cannot be placed in a child safety restraint system or seat belt. Participant assumes any and all responsibility and liability for an accompanying, minor rider’s use of or inability to use the Guaranteed Ride Home Program. Participant is solely responsible for any breach by an accompanying, minor rider who is using the Guaranteed Ride Home Program. Participant represents that they are fully authorized to execute this Agreement on behalf of themselves and all other parents or legal guardians of the accompanying, minor rider.

Limitation of Liability

By participating in the Guaranteed Ride Home Program, participants agree that any legal remedy or liability that the participant seeks to obtain for actions or omissions of independent contractor drivers or other third-party riders will be limited to the independent contractor driver or third-party rider that causes the participant harm. Participant agrees not to attempt to impose liability on, or seek any legal remedy from, the City with respect to such acts or omissions. If there is a dispute with an independent contractor driver or third-party rider, the participant releases the City, its agents, representatives, employees, and officers from any and all claims, demands, suits, damages, losses, and expenses,

including reasonable attorney fees, of every kind and nature, known and unknown, arising out of or in any way connected with, such disputes or the participant's use of or inability to use the Guaranteed Ride Home Program.

The City is not liable for any damages, liability, or losses arising out of: 1) the negligent, reckless, or intentional misconduct of the independent contractor driver, third-party rider, or either of their agents; 2) participant's use of or reliance on the Guaranteed Ride Home Program or the participant's inability to access or use the services; or 3) any transaction or relationship between the participant and any independent contractor driver or other third-party rider, even if the City has been advised of the possibility of such damages.

Indemnity

Participant agrees to hold harmless the City, its agents, representatives, employees, and officers from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where the activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from, or suffered by the City occasioned by, growing or arising out of or resulting from, or in any way related to: 1) the negligent, reckless, or intentional misconduct of the independent contractor driver or another rider; 2) any negligent, reckless, or intentional misconduct of the independent contractor driver or another rider's agents; 3) the participant's use or inability to use the Guaranteed Ride Home Program for any reason; or 4) the participant's accompanying, minor rider's use or inability to use the Guaranteed Ride Home Program for any reason.