

VISITOR REQUIREMENTS AND LIABILITY WAIVER

1. Visitors must be escorted at all times while on property.
2. Be aware of rail switching, do not cross when a switch engine is approaching, and do not have conversations standing on tracks in unprotected areas.
3. A hard hat, safety glasses, high visibility clothing/vest/shirt and steel toe footwear are required in all operational areas. Hearing protection is required in certain high noise areas to be identified by your escort.
4. No weapons, drugs or alcohol are allowed on Iron Horse property.
5. Taking pictures is not allowed without prior approval by Iron Horse management. If approval is given, Iron Horse reserves the right to review any photos prior to release, and such photos may not be published or otherwise made public without the express written consent of Iron Horse.
6. All injuries, however minor, must be reported to IH management immediately.
7. In the unlikely event of an emergency an alarm will sound or be called out on the radio. Stop all work (shut down your operation if you can do it safely) and proceed to the safest rally point. Rally points are located 1) In front of the administrative office 2) at the main entrance to the railyard. Report to your Iron Horse escort to be included in the head count.
8. Smoking is not allowed except in the designated smoking area next to maintenance.
9. Eating and drinking are only allowed in designated areas.
10. Iron Horse reserves the right to refuse entry into the facility of anyone who does not have prior approval or sufficient reason for entry.

Visitor shall treat as confidential property and not disclose to others, except as required by law, any information (including any technical information, experience or data) regarding Iron Horse's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Visitor, without in each instance securing the prior written consent of Iron Horse. All communications with any clients or regulatory agencies shall be conducted by Iron Horse.

I HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND IRON HORSE (INCLUDING OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF IRON HORSE RAIL SERVICES LLC AND/OR IRON HORSE TERMINALS LLC TOGETHER "IRON HORSE") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE (INCLUDING ATTORNEYS' FEES), CLAIMS, SUITS, AND LIABILITIES BASED UPON DAMAGE TO, OR DESTRUCTION OF, ANY PROPERTY OR INJURY TO ANY PERSON (INCLUDING DEATH) ARISING OUT OF THE SITE VISIT OR CONTRACTOR WORK PERFORMED EXCEPT TO THE EXTENT SUCH INJURIES OR DAMAGES ARE CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF IRON HORSE. IN THE EVENT THAT ANY OF THE ABOVE DAMAGES ARE CAUSED BY JOINT OR CONCURRENT NEGLIGENCE OF BOTH PARTIES, EACH PARTY SHALL INDEMNIFY THE OTHER IN PROPORTION TO ITS DEGREE OF COMPARATIVE FAULT.