

MountainTRAX Intermodal, LLC Visitor Requirements and Release

Visitor Name: _____ Company: _____ Cell Phone: _____

Visitor has been briefed on the following items:

1. **Sign-in process:** All visitors/contractors/drivers (collectively, "Visitors") must check in at the terminal office. Onsite training is required every year. All visitors must provide proper and sufficient identification.
2. **Authorized Personnel Only:** No unauthorized personnel allowed on the property. Only employees and qualified carriers are allowed in working areas. All others, including vendors, subcontractors, or tour groups need management approval for access.
3. **Evacuation procedures:** In case of emergency, please follow the evacuation routes to the evacuation points provided during orientation or follow directions as instructed by designated terminal or emergency personnel.
4. **Proper Personal Protective Equipment (PPE) Requirements and Safe zones:** Hard hats, safety glasses, safety-toed boots, and long-sleeved flame-resistant clothing (with reflective with Hi-Viz must be worn at all times except in designated areas. Additionally, proper gloves must be worn in all track and transfer areas. PPE and FR clothing must remain on until you have left the working area and either entered a safe zone or exited the facility. Additional job-specific PPE may also be required by the facility based on work being performed (e.g., respirators, hearing protection, etc.)
5. **Cell Phones and electronic devices:** Cell phones and any other electronic devices are to be turned off and left in the cab of your vehicle or left in the office prior to entering any work or transfer areas. Absolutely no pictures are to be taken on or off facility property without prior permission from the Operations Manager.
6. **Hazards and Work Restrictions:** Visitors understand the hazards associated with rail and transload operations and agree that all work they perform in or near transfer and storage areas or anywhere else on site must comply with industry-standard safe work practices.
7. **Safe Transfer Practices (if applicable):** Visitors agree to comply with all MountainTRAX transfer and transloading procedures. Visitors will notify a MountainTRAX employee immediately if any issues, problems, or questions arise.
8. **Traffic Flow:** All visitors must comply with posted traffic and warning signs, including but not limited to one-way traffic flow, posted speed limits, and stop signs, etc.
9. **Safety and Incident Reporting:** Visitors must report all spills, injuries, damage, or other safety concerns to a MountainTRAX employee immediately.
10. **Sound Horn:** Transfer drivers will sound their horns when just prior to exiting the transfer area to alert people in the area that they are moving.
11. **Back Up procedure:** MountainTRAX policy states all trucks must be monitored by MountainTRAX personal while backing up. Any truck driver performing this without a MountainTRAX employee may be escorted off the facility and banned from all future access.
12. **Driver Requirements:** Drivers may not leave a transfer in progress; they must be in the immediate area of the truck's pump controls, valves, etc. Drivers understand they must immediately shut their equipment if there is a spill or leak, or if instructed to do so by a MountainTrax employee.

Rules of Conduct: Individuals entering upon the property of MountainTRAX will be subject to the following Rules of Conduct:

1. Alcoholic beverages and drugs are strictly forbidden. Smoking (including e-cigarettes) is only allowed in designated areas (office patio).
2. Fighting and horseplay are strictly forbidden.
3. All facility safety rules and regulations are to be observed.
4. All trash, debris, and used seals, rags, etc. must be placed in designated trash receptacles.
5. All visitors and guests must comply with MountainTRAX terminal emergency procedures and facility rules.
6. No firearms are allowed on the property.

Release and Indemnification Agreement

In consideration of the permission granted to me by MountainTRAX Intermodal, LLC, a Delaware limited liability company ("MountainTRAX"), to enter upon property operated by MountainTRAX (the "Property") on which trucks, machinery, locomotives, railcars, trailers, and more are being operated and material handling and transloading activities are being conducted, I agree to abide by all requirements of applicable federal, state, and local laws, as well as the requirements described above.

I hereby release the MountainTRAX, and each of their respective affiliates, partners, stockholders, officers, directors, employees, representatives, customers, lessors, invitees and agents (the "MountainTRAX Parties") from, and will indemnify and defend the MountainTRAX Parties against, all claims, liabilities, fines, penalties, costs, damages, losses, liens, cause of actions, suits, demands, judgments and expenses (including without limitation court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs), (collectively, "Liabilities") resulting from or arising in any way out of (i) injury or death to persons, including without limitation to myself or MountainTRAX Parties' employees, (ii) loss and damage to any property belonging to any person or (iii) failure to follow any environmental laws or any rules or regulations in connection with my access or use of the Property, which arise in any manner from or in connection with acts or omissions by me or my representatives or the presence of myself or my representatives, or any vehicle or equipment owned or operated by myself or my representatives, on or about the Property.

I have carefully and fully read the Release and Indemnification Agreement in the preceding paragraph and represent that my signature below is my free and voluntary act. I acknowledge that I am entering the Property at my own risk.

Name: _____

(Print)

_____ Date: _____

(Signature)