



IRONHORSE
RESOURCES, INC

GARDENDALE RAILROAD

5585 N IH 35 / PO Box 619 | Cotulla, TX 78014
Phone: 618-632-4400 | 830-879-4212 | Fax: 618-632-4562 | 830-879-4214

PERMIT TO BE ON AND ABOUT RAILROAD PROPERTY

Whereas, _____, of _____, _____, hereinafter called "Permittee", desires to enter property along the right of way for the purpose of _____

_____ on the line of GARDENDALE RAILROAD, INC., hereinafter called "Company", and Whereas the Company is willing to allow the Permittee(s) to be on its premises for the purpose aforesaid on the terms and conditions hereinafter stated:

Now, therefore, the Company grants to Permittee(s) permission to be in, on, or about tracks, premises, buildings, facilities, trains, engines, and cars of the Company for the purpose above stated, subject to the following conditions:

1. Before exercising any privilege under the permission herein given, the Permittee shall call the office of the Company to exercise such privilege or of his representative in the area where the Permittee desires to exercise such privilege, and secure an escort to accompany him on his tours of Company's Property.
2. The Permittee shall, in the course of his tours of Company's property, observe all safety rules and regulations, and all other rules and regulations of the Company.
3. The Permittee shall execute the form of release hereinafter set out if required by Company.
4. Permittee shall notify and obtain clearance from company prior to encroaching on Company's property.
5. Permittee shall keep in force the insurance requirements in the Insurance Exhibit, attached hereto and incorporated herein by reference.

This permit may be revoked at any time by the Company, but if not revoked, shall expire _____.

Dated this ____ day of _____, 20__

GARDENDALE RAILROAD, INC.

"Company"
By: _____
Title: _____
By: _____

"Permittee"
By: _____
Title: _____
Date: _____

RELEASE

IN CONSIDERATION OF THE PERMIT HEREIN GRANTED TO ME (US) BY GARDENDALE RAILROAD, INC., AND AFFILIATED COMPANIES, OWNERS, DIRECTORS, AND OFFICERS (HEREINAFTER CALLED "COMPANY") AS AFORESAID, I (WE) DO HEREBY ASSUME ALL RISK OF ANY AND ALL PERSONAL INJURIES AND LOSS OF OR DAMAGE TO ANY PROPERTY WHILE PURSUANT TO SAID PERMIT I (WE) AM (ARE) IN, ON OR ABOUT THE TRACKS, PREMISES, BUILDING, FACILITIES, TRAINS, ENGINES, OR CARS OF OR USED BY THE COMPANY, AND I (WE) DO HERBY FOR MYSELF (OURSELVES), MY (OUR) HEIRS, EXECUTORS, ADMINITRATORS, AND DEPENDENTS, FOREVER ACQUIT, RELEASE, AND DISCHARGE THE COMPANY AND UNION PACIFIC RAILROAD COMPANY AND ALL COMPANIES WHOSE FACILITIES OF OR USED BY THE COMPANY, ITS AND THEIR SUCCESSORS AND ASSIGNS AND ITS AND THEIR OFFICERS AND EMPLOYEES, FROM ANY AND ALL LIABILITY OF WHATSOEVER CHARACTER FOR ANY AND ALL PERSONAL INJURIES AND LOSS OF OR DAMANGE TO PROPERTY THAT MAY BE SUSTAINED BY ME (US) WHILE (WE) AM (ARE) IN, ON, OR ABOUT SAID FACILITIES PURSUANT TO SAID PERMIT, NO MATTER HOW SAID INJURIES OR DAMAGE MAY ARISE AND WHETHER SAID INJURIES RESULT IN DEATH OR OTHERWISE

Dated this _____ day of _____, 20__.

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____