

**Boring, Digging, and Drilling Rider**

\_\_\_\_\_ (hereinafter, "Visitor / Client") and Chicago Rock Island & Pacific Railroad, LLC and its subsidiaries (hereinafter, "Company") hereby warrant, agree, and covenant as follows:

All boring, drilling, digging, and other earth-moving activities, work, structural and infrastructural construction and alteration, other similar activity(ies) of any and every type and nature, and entry onto property for the purpose(s) of conducting or facilitating the same (hereinafter, "Activities") are subject to the following terms, conditions, safety standards, protocols and accommodation policy items contained in this Rider. Visitor / Client understands and agrees that Company incurs extreme risk by allowing third-parties such as Visitor / Client entry to conduct such Activities on any property owned, operated, occupied, managed, or leased by Company. Visitor / Client further understands and agrees that the level of risk, and the corresponding potential: harm, losses, liability, environmental impact, and damages (collectively the "Risk") which may arise from permitting entry for such Activities are incalculable and that the Risk continues to burden Company's operations indefinitely after such Activities are conducted. Considering the foregoing, Visitor / Client agrees to indefinitely indemnify, defend, and hold harmless Company from all claims, judgments, liability and losses of every kind arising in connection with any Activities, regardless how remote or attenuated such connection(s) may be, including, but not limited to: (i) environmental liability, damages, fines, fees, assessments and remediation costs for all environmental conditions existing, which may arise in the future, and which are known or unknown, for a radius of FIFTY (50) MILES from each point of entry onto Company property; (ii) claims, suits, and judgments of every kind, type, or nature whatsoever; (iii) property taxes, value-added taxes and all other government taxes and assessments of every kind; (iv) survey and geological study costs of every kind, type and nature; and (v) additional utilities expenses incurred by Company. Visitor / Client also agrees and understands that significant and substantial increases in insurance coverage levels beyond those ordinarily required by Company for surface-level work not consisting of or including the Activities described hereinabove are appropriate and necessary for Company to mitigate the Risk. All plans, equipment and personnel used in conducting any Activities are subject to Company review, inspection and approval prior to initiation of any Activities and at any time thereafter. Visitor / Client understands and agrees that Company receives no benefit of any nature whatsoever from Visitor / Client's presence on Company property, and that the sole consideration required from Company is allowing Visitor / Client access to Company property for the purpose of conducted Activities, subject to Company approval, and such access may be denied at any time at Company's sole discretion. Denial of access subsequent to initiation of any Activities shall not relieve Visitor / Client of any of its responsibilities hereunder. Company reserves the exclusive right to refuse to accept coverage from any insurance carrier or provider, and to deny entry to any company, contractor, subcontractor or individual at Company's sole judgment and discretion.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands on the date and year first written herein.

[COMPANY]

[VISITOR/CLIENT]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_