

**RIGHT OF ENTRY RELEASE, WAIVER, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 20____ by and between _____ **RAILROAD COMPANY, INC.**, a _____ corporation with an address of _____ (the "Railroad") and _____, a(n) _____ with an address of _____ (the "Licensee").

Preliminary Statement

Licensee wishes to enter Railroad's right of way located in _____ (the "Premises") to _____, as set forth in Exhibit A, attached hereto and incorporated herein (the "Permitted Use"). Railroad is willing to grant Licensee a license for the Permitted Use (the "License") upon the terms and conditions below.

NOW THEREFORE, the parties agree as follows:

1. Acknowledgement of Permitted Use; Term. Licensee acknowledges that it, its agents, employees and/or independent contractors are permitted to enter upon the Premises only for the Permitted Use. This Agreement shall be in effect from _____ until _____. Notwithstanding anything to the contrary, Railroad may terminate this Agreement and the License at any time in its sole discretion.
2. Assumption of Risk, Waiver, Release; Indemnity. Licensee irrevocably assumes all risks and waives and releases any and all claims against Railroad resulting from the Permitted Use. Licensee shall indemnify and hold harmless Railroad, its shareholders affiliates, agents, employees, officers and/or directors from and against any and all claims, damages and liabilities resulting from the Permitted Use.
3. Insurance; Railroad Regulations. Licensee shall maintain liability insurance coverage for the Permitted Use in the amount of _____. Licensee shall furnish proof of such insurance coverage reasonably prior to the Permitted Use. The Permitted Use shall take place only according to Railroad's regulations and practices. Licensee shall cause its agents, employees and independent contractors to obey Railroad's regulations and practices.

SIGNED as a sealed instrument as of the date written above.

RAILROAD COMPANY, INC.

By: _____
Name:
Title:

By: _____
John P. Levine, Chairman/CEO

EXHIBIT A

Description of Permitted Use Including Exact Location Within Right-of-Way: