

**RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") is executed by \_\_\_\_\_ ("Customer") with offices at \_\_\_\_\_ effective this \_\_\_\_\_, 20\_\_ in favor of Crowley Liner Services, Inc., Crowley Logistics, Inc., as the case may be, (collectively, "Crowley"), with offices at 9487 Regency Square Boulevard, Jacksonville, Florida 32225 and CSZ Intermodal, Inc., with offices at 301 West Bay Street, 27th floor, Jacksonville, FL 32202 ("CSXI") (Crowley and CSXI shall be hereinafter referred to as the "Indemnified Parties").

**WHEREAS**, the Indemnified Parties do not normally arrange transportation for household goods and/or automobiles by rail; and

**WHEREAS**, Customer has requested the Indemnified Parties to arrange transportation services for certain movements of household goods and/or automobiles in containers (the "Shipments") by rail; and

**WHEREAS**, the Customer has agreed upon price, terms and conditions for such services, subject also to the conditions set forth below.

**NOW THEREFORE**, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

Except when occasioned by the sole negligence of CSXI, its affiliates, employees, agents, representatives, contractors and/or subcontractors (the "Released Parties") (including but not limited to damage or loss caused solely by derailment or theft of goods while in the possession of the Released Parties), Customer hereby releases, indemnifies, and holds harmless the Released Parties and Crowley from and against all liability, loss, damage, expenses, including but not limited to attorneys' fees, judgments, or settlements, arising out of claims, suits or cause of action for damage to persons or property arising out of or in connection with performance of services by any of the Released Parties or Crowley, from whatsoever cause, including but not limited to those claims, suits, or causes of action brought by Customer or by shippers tendering Shipments through movers, Customer, that agrees, upon request of the Indemnified Parties to accept tender of any defense so required.

**IN WITNESS WHEREOF**, the Customer has duly executed this Agreement.

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_