

**AGREEMENT TO PARTICIPATE
(INCLUDING RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT)**

I understand and agree to participate in (including travel to and from) the tour (the “Tour”) of Kinder Morgan, Inc.’s (“Kinder Morgan”) Houston Bulk Terminal petcoke handling facility (the “Facility”). By agreeing to participate in the Tour and travel to and from the Tour, I acknowledge that I know the dangers (both real and potential) involved and am aware of the basic safety rules for this type of activity. I understand that no one is guaranteeing my safety, and I agree to personally assume all risks involved in my participation in and travel to and from the Tour. I also understand that each of Kinder Morgan and Argus Media, Inc. (“Argus”), their affiliates, employees, volunteers and agents are not responsible for any claim, loss, injury or damage that may result from my participation in and travel to and from the Tour.

In consideration for me being allowed to participate in and travel to and from the Tour, I hereby release and discharge each of Kinder Morgan and Argus, their affiliates, employees, volunteers and agents, insurance carriers, legal representatives, and the respective successors and assigns of any of the foregoing (the “Released Parties”) from any and all claims, causes of action, suits, or demands for personal injury, death or property damage, whether accrued or to accrue in the future, known or unknown, relating to, arising out of and/or in connection with my participation in and travel to and from the Tour. **I further agree, on behalf of myself, and on behalf of any and all of my heirs, successors and assigns, to DEFEND, INDEMNIFY and HOLD HARMLESS the Released Parties from and against any and all claims, causes of action, suits, or demands for personal injury, death or property damage, relating to, arising out of and/or in connection with my participation in and travel to and from the Tour, regardless of whether the same arises from the negligence (whether sole, gross or concurrent) of any of the Released Parties.**

I agree to abide by all policies and procedures of Kinder Morgan in respect of the Facility, including policies and procedures related to health, safety and the environment.

I agree to maintain in strict confidence any and all information provided to me in respect of the Facility.

By agreeing to participate in the Tour, I grant permission to Kinder Morgan and Argus to use my likeness, voice and words in photographs, videotapes, television, radio, and other media. I also grant permission for emergency medical care to be sought on my behalf in the event of a medical emergency and agree to pay for all costs of such medical care.

Please sign below and fill in complete information as requested.

Participant Printed Name

Date

Participant’s Signature