

**Sixth Judicial District  
Alternative Dispute Resolution Program**

Case Name: \_\_\_\_\_

Case No.: \_\_\_\_\_ County: Henry Court: \_\_\_\_\_

**Informed Consent & Waiver**

Mediation is a non-adversarial process which is most effective if the parties involved work within the following guidelines:

1. The parties understand that the purpose of the mediation is to work together to find a mutually acceptable resolution of the dispute through cooperation between parties and attorneys. To achieve a mutually acceptable resolution, the mediator, the parties and their counsel will work to ensure that each party understands the effects of any agreement reached as well as any possible consequences of not reaching an agreement.
2. For mediation to be successful, open and honest communication, negotiations, and statements are essential. By signing this agreement, the parties agree to make complete and accurate disclosure of all financial matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant financial information which would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Information gathered in the mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties. The mediator will not disclose any information shared during a break-out session or caucus which a party has specifically requested to remain confidential. NO recording devices are permitted during the session.
4. In order to maintain confidentiality, the parties, by this agreement, agree not to call the mediator or any member of the mediation staff or court representative to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in his/her/their possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator, the mediation staff or court representative, the parties hereby waive their rights thereto. The laws protecting settlement negotiations shall apply.
5. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting situations in which a) there are threats of imminent violence to self or others; or b) the mediator believes that a child is abused or that the safety of any party or third person is in danger.
6. It is expressly understood by the parties that the mediator does not offer legal advice in this mediation and is not functioning as an attorney whether or not the mediator is in fact an attorney. In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. All parties are encouraged to have an independent attorney look over any completed agreements.

7. By signing these guidelines, all parties acknowledge they are under court order from the Henry County \_\_\_\_\_ Court to mediate. All agree to participate in each scheduled mediation session. All parties agree to work toward resolution of the issues. Should it be impossible, however, to reach an agreement through mediation, understand that the case will then proceed in a regular fashion through the court process.

8. By my participation, I affirm that I able to negotiate in good faith and have the authority to make decisions for myself including the decision to end the mediation session if needed.

9. I understand that payment of the mediator shall be made at the time services are rendered. Payment is to be divided equally between the parties and shall accrue at the rate of \$\_\_\_\_\_ per hour with a minimum of one hour. Anything over an hour will be rounded up to the next half-hour.

I have read and understand the above guidelines for mediation. I understand that neither the mediator, mediation staff, nor court representative shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I understand that by my participation, I affirm that I am able to negotiate in good faith and make decisions for myself including a decision to end the session if necessary. I further understand that by signing this agreement I am agreeing to mediate and that I am under court order to do so. I am also agreeing that I will not subpoena the mediator, mediation staff, or court representative to testify in court in any subsequent court action. Likewise, I will not subpoena any document resulting from this mediation.

\_\_\_\_\_  
Petitioner/Date

\_\_\_\_\_  
Respondent/Date

\_\_\_\_\_  
Petitioner's Attorney/Date

\_\_\_\_\_  
Respondent's Attorney/Date

\_\_\_\_\_  
Mediator/Date

\_\_\_\_\_, an observer of this mediation, agree to the terms of confidentiality in this agreement.

\_\_\_\_\_  
Observer

\_\_\_\_\_  
date