



DISPUTE RESOLUTION CENTER

OF GRAYS HARBOR & PACIFIC COUNTIES

AGREEMENT TO MEDIATE

In consideration of receiving services from the Dispute Resolution Center I agree to enter into this mediation in good faith and sincerely attempt to resolve this dispute.

I understand that mediation is a voluntary process and that I may leave at any time. I also understand that any settlement agreement must be mutually acceptable to the parties. Any mediation agreement reached is legally binding pursuant to CR2A.

I agree to accept the mediator(s) as an impartial third party who will direct the mediation process. The mediator(s) will not act as judge or arbitrator; represent or advocate for any party, or provide legal advice. It is my responsibility to get legal advice I need for the mediation from someone other than the mediator(s). I understand that I am encouraged to seek legal advice at any time.

I agree that all mediation communications will be confidential, unless otherwise agreed. Mediation communications are privileged, meaning they may not be disclosed in future legal proceedings, under the Washington Uniform Mediation Act, RCW Chapter 7.07. The following information is not confidential or privileged and may be disclosed.

- a. Any written agreement (e.g. the agreement to mediate and settlement agreement);
- b. Threats to inflict bodily injury or commit crimes of violence;
- c. Plans to commit a crime or conceal ongoing criminal activity;
- d. Claims of professional misconduct or malpractice occurring during the mediation;
- e. Admissions/allegations of abuse or neglect of a child, elderly adult, or disabled person;
- f. Non-identifying disclosures for educational and/or research purposes

I understand that that under limited circumstances a judge may allow mediation communications to be introduced in a criminal felony proceeding, a proceeding challenging the mediation settlement agreement or post-decree mediations mandated by a parenting plan. Documents and evidence that existed before the mediation do not become privileged by reason of their use in mediation.

I agree not to subpoena the mediator(s) or any observers to testify or produce records, documents, notes or work product in any legal proceedings. I understand and agree that no other recording of the mediation session(s) in any manner is permitted. I agree to hold the Dispute Resolution Center and any of its representatives harmless from any difficulties that may arise from the mediation session(s) or resulting settlement agreement.

Date: _____, 20____.

_____	_____	_____
Mediation Client	Mediation Client	Mediator
_____	_____	_____
Mediation Client	Mediation Client	Mediator