

# Waiver and Consent Form

Cause/Case No: \_\_\_\_\_

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

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This waiver and consent form is executed in exchange for participation by the mediator in the mediation of the above named dispute. It pertains only to the matters arising during the mediation of this dispute.

The mediator, as a neutral third party, will facilitate discussion in order to enhance communication and understanding. If participants choose to reach a resolution, the mediator will assist in this process. The mediator serves as a facilitator. The mediator is not an advocate, judge, jury, counselor, or therapist. The mediator does not give legal advice to any party in the mediation. The mediator will not solve the dispute, express an opinion on who is right or wrong, or make decisions for the parties. The mediator will help the parties generate possible solutions and assist the participants in reaching decisions that are acceptable to each of them.

The parties understand that they have a right to consult an attorney or representative at any time during the mediation process.

The parties agree not to involve the mediator in any court proceedings or to act as witnesses in any court of competent jurisdiction to testify to facts concerning or relating to the subject matter being mediated. Neither party will subpoena documents or information about this case which may have been retained in any file of the mediator.

Everything said or done in the mediation session is confidential and cannot be used for purposes outside the mediation. Everything said or done by any party as part of an offer to compromise and settle the dispute being mediated is confidential.

A fully executed settlement agreement can be admitted to any court proceeding without either party's objection as evidence of such settlement. If settlement is reached, the agreement shall be reduced to writing and, when signed, shall be binding upon all parties to the agreement.

By signing below, the parties acknowledge receipt of the **Rules for Mediation** and agree to abide by them.

I consent to these terms and waive the rights herein specified, and understand that I have the right to consult legal counsel before executing this document.

\_\_\_\_\_  
Signature of Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Party

\_\_\_\_\_  
Date