



VOLUNTEERS OF AMERICA WESTERN WASHINGTON

AGREEMENT TO MEDIATE

In consideration of receiving services from the Dispute Resolution Center, I agree to enter this mediation in good faith by sincerely attempting to resolve this dispute.

I understand mediation is a voluntary process. I also understand any settlement agreement must be mutually acceptable to the parties.

I agree to accept the mediator(s) as impartial facilitator(s) of the mediation process. I understand the mediator(s) will not act as judges, arbitrators or attorneys and will not represent or advocate for any party. I further understand the mediators will not provide legal advice and it is my responsibility to get any legal advice I need.

I agree all mediation communications will be confidential unless agreed otherwise. Mediation communications are also privileged, which means they may not be disclosed in any future legal proceeding under the Washington Uniform Mediation Act (UMA), RCW Chap. 7.07. The following exceptions will not be confidential or privileged and may be disclosed:

- Any written agreement;
- Threats to inflict bodily injury or commit crimes of violence;
- Plans to commit a crime or conceal ongoing criminal activity;
- Claims of professional misconduct or malpractice occurring during the mediation;
- Admissions or allegations of abuse or neglect of a child, disabled person or elder; and

Finally documents and evidence that existed before the mediation do not become privileged if they are used in the mediation. I understand that in limited circumstances a judge may allow mediation communications to be introduced in a criminal felony proceeding, a proceeding challenging the mediation settlement agreement or a proceeding regarding a post-decree mediation mandated by a parenting plan.

I agree not to subpoena the mediator(s) to testify or produce records, documents, notes or work product in any legal proceedings. I understand and agree no recording of the mediation session(s) 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 a resulting agreement.

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

Case Number: \_\_\_\_\_

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
Observer

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
Observer