

AGREEMENT TO PARTICIPATE IN GOOD FAITH

I recognize that facilitation is an attempt to clarify issues and potentially resolve conflict between the participating parties. I agree to enter into this facilitation in good faith. I will sincerely attempt to cooperate with the facilitator(s) assigned to this case and give serious consideration to all issues that are presented. No admission of guilt or wrongdoing by any party is implied, and none should be inferred, by my participation in this process.

I understand that the facilitator(s) assigned to this case will not be serving as an advocate, attorney, or judge. The facilitator's sole function is to act as a neutral third party. The facilitator does not provide legal advice. I understand that it is not anticipated that any written agreements will result from this facilitation session but to the extent there is such an agreement, it will be entered into voluntarily and by mutual acceptance of the parties. I understand that I have the opportunity to consult with independent legal counsel at any time and that I am encouraged to do so.

I understand and agree that facilitation discussions are generally confidential. There are statutory and judicial exceptions to the facilitator's duty of confidentiality. Confidentiality is waived in instances of fraud, waste, abuse, criminal behavior, harm or threats of harm to persons, and when a participant has a complaint against the facilitator. Dispute resolution communications available to all participants are exempt from confidentiality under the Administrative Dispute Resolution Act of 1996 unless such communications are generated by a neutral. I understand and agree that concessions either party makes in an unsuccessful attempt to settle the dispute(s) will not be used against that party in any future proceedings which may arise.

I also understand that I may not subpoena or attempt to require the facilitator(s) in this case to testify or produce records, notes, or a work product in any future proceedings and that no recordings or stenographic records will be made of the facilitation session.

I agree to make myself available for as much time as is determined necessary by the facilitator (usually a minimum of four hours is required) to give the process a fair opportunity to succeed. I understand either party may withdraw from facilitation.

(Virtual Meetings only) The Mediator and all Parties must be provided notice of all attendees before or at the time of attendance. Parties may not provide mediation access information to non-Parties without consent of the mediator.

By signing this document, we acknowledge that we have read, understand, and agree to this Agreement.

_____	_____	_____
Participant's Signature	Date	Telephone Number
_____	_____	_____
Participant's Signature	Date	Telephone Number
_____	_____	_____
Participant's Signature	Date	Telephone Number
_____	_____	_____
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