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WHWC Mediation Services

Austin and Katy TX Locations

906-398-7927

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### **Online Mediation Consent Form**

We understand and agree to the following:

1. The purpose of this mediation is to develop a satisfactory resolution to our issues. Our task, with the help of the mediator/s, is to explore options for mutual agreement.
2. Agreement is neither guaranteed nor required of either party.
3. The mediator has no authority to impose any terms of agreement, enforce laws or rules or determine appropriateness of terms of agreement.
4. The mediator has no personal knowledge of the participants and no personal interest in the issues or the potential outcomes of this mediation session. If during the mediation a conflict of interest arises, the mediator will immediately disclose it and participants will decide whether to continue the mediation.
5. The mediator will not advocate for a participant or a participant's position and will not provide advice of any kind, including legal advice, related to the substantive issues at hand.



6. Mediation is a confidential process. All discussions that occur during mediation will remain confidential and may not be used as evidence in any later court hearing. Any notes taken by the mediator will be destroyed at the conclusion of the mediation session. Confidentiality does not extend to communications that reveal intent to commit a crime or threaten the safety of a child or to statements and materials not prepared specifically for use in this mediation.
7. The mediator is not a necessary party in any subsequent proceeding relating to the mediation. Neither Mediation Services nor the mediator/s shall be subpoenaed for any court hearing related to the dispute. Neither Mediation Services nor the mediator/s shall be liable to any party for any act or omission in connection with this mediation.
8. By signing this form, I acknowledge that I will receive a Mediation Evaluation Form.



## Virtual Online Mediation Terms

1. The parties and mediator/s are at a distance from each other and intend to mediate from different locations.
2. No party will disclose or attempt to compel disclosure of any notes, emails, or other communications made by a party or the mediator/s during the virtual online mediation process.
3. The mediator and the parties will not meet in person and will rely primarily upon information and communication technologies to conduct or participate in the mediation.
4. Each party agrees that all participants in the mediation shall sign this Agreement. Each party further confirms that no person who is not a participant to this mediation shall have physical, virtual or electronic access to the mediation conversation.
  - a. If either party wishes to have a non-participant present, they will obtain permission of the mediator/s and the other party prior to the mediation session beginning.
  - b. If all the parties agree that the non-participating individual will be privy to the mediation process, that person must sign the Agreement to Mediate and is bound by the terms of agreement.
5. Each party recognizes that, given the use of information and communication technology, it is not possible to ensure that all communications will be confidential.
  - a. Each party commits to minimizing the chance of inappropriate disclosures, including protecting access to any emails, notes or other information relating to the mediation which may be stored in their computers or elsewhere, and to minimizing the consequences of any such disclosures should they occur.
  - b. Parties agree that no electronic, digital or audio recording will be made of this mediation session.
  - c. Each party understands that, given the use of information and communication technology, it is not possible to completely control where or how some personal information may be collected, stored or accessed.
6. By signing this Agreement, each party specifically agrees to mediation using an information and communication technologies platform, and releases the Mediator/s and Mediation Services from any liability in the event of any inadvertent disclosure.
7. This agreement may be executed in separate documents, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures may be submitted via fax, email or via other identified electronic method or by exchange of physical documents or a combination of electronic and physical means.



Signature:

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Printed Name:

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Signature:

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Printed Name:

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Signature:

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Printed Name:

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Signature:

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Mediator

Printed Name:

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Signature:

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Mediator

Printed Name:

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