

# MEDIATION

## Confidentiality Agreement

By participating in this session; I agree that what occurs in the process is completely confidential. This includes information conveyed in documentation viewed as well as discussions with Darlene Tarnoski, and with each other.

The Mediator is not an advocate for any party and is neutral on any possible outcome of this, as well as any future sessions. The mediator is not an attorney, or licensed to practice law in any state, nothing the mediator says is to be construed as legal or medical advice.

Any future court proceedings for any case mentioned in this session shall not include testimony of, or be used to seek testimony of, the mediator. Any future court proceedings for any case mentioned in this session, or as a result of this session, to include but not be limited to cases not yet filed; shall not include any notes, letters, exhibits, or other documentation used for or by the mediator during this session. Any personal notes taken by the mediator are privileged for her own use, are her personal property, and are not discoverable for any purpose in any legal proceeding.

No party shall be legally bound by anything said or done in mediation unless the parties have agreed to the same through a written agreement executed as a result of this session and obtaining the signatures of said parties.

- All communications, negotiations, or settlement offers in the course of a mediation must remain confidential.
- Statements made and writings prepared in connection with a mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
- A mediator's report, opinion, recommendation, or finding about what occurred in a mediation may not be submitted to or considered by a court or another adjudicative body.
- A mediator cannot testify in any subsequent civil proceeding about any communication or conduct occurring at, or in connection with, a mediation.

I declare under penalty of perjury under the laws of the State of California that the forgoing is agreed to by me willingly, with complete and thorough understanding of what I am agreeing to, that this agreement is signed as an act of my own free will, and that I am competent in this manner to do so.

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Attorney Name:**

\_\_\_\_\_  
**Attorney Name:**

\_\_\_\_\_  
**Mediator**

\_\_\_\_\_  
**Date**