

MEDIATION AGREEMENT AND RELEASE

The parties/representatives and their attorneys agree as follows:

1. We agree to exercise good faith to pursue a settlement of the matter in controversy and to use our best efforts in an attempt to resolve this dispute, although we are not compelled to reach an agreement. Any agreement reached is based on the voluntary decisions of the parties and not on the decisions of the mediator.
2. We will keep confidential the discussions of the parties, the mediator and any other information disclosed during the mediation.
3. We will not try to introduce in any subsequent proceedings, the discussions and any other information disclosed during the mediation except as directed by the Court.
4. We will not subpoena or otherwise attempt to require the mediator to testify concerning any matters that occur during the mediation, and we agree that the confidentiality requirements may not be waived by the parties.
5. We acknowledge that the mediator, Bixler W. Howland, does not provide legal, financial, counseling, or other professional advice.
6. We acknowledge that the mediator, if asked, may express his opinions during the mediation, but that any statements made by the mediator are merely opinions and not professional advice.
7. We agree not to hold the mediator liable for the results of the mediation, whether or not the dispute is resolved, or for damages allegedly sustained as a result of the mediation. We acknowledge that the mediator is not promising a specific result.
8. We agree that unless otherwise agreed, a party or representative with authority to settle the case (including insurance claim personnel) will be present at the mediation.
9. The \$350.00 per hour cost of the mediator's services will be divided equally between the parties signing this Agreement, and the attorneys signing this Agreement acknowledge that this obligates both them and their client for their share of the costs.
10. The mediator has no known relationship with the parties nor does he have any personal, financial or other interest in the case which could result in bias or a conflict of interest.
11. When the participants to the mediations log in to the mediation via Zoom, this Agreement is deemed accepted by all participants unless otherwise documented in writing by the participant prior to the beginning of the mediation.
12. The parties agree not to record the mediation.

SIGNED this ____ day of _____, 2023.
