

**ACKNOWLEDGEMENT OF CONFIDENTIALITY  
FOR SETTLEMENT CONFERENCE, RELEASE AND WAIVER**

**Case Name:** \_\_\_\_\_ **Case No.:** \_\_\_\_\_

**Date of MEDIATION:** \_\_\_\_\_ **Place:** \_\_\_\_\_

The undersigned hereby stipulate and agree to participate in the mediation conducted by a panel member of the Valley Bar Mediation Center ("VBMC"), a non-profit organization, which shall be conducted on the following terms and conditions:

1. The mediation shall be conducted by an independent member of the VBMC'S panel on terms agreed upon between the MEDIATOR and the parties to the mediation including the fees charged by the MEDIATOR. Any such arrangement shall be solely between the parties and the MEDIATOR who is not under the control of VBMC. VBMC provides free services to the public to choose among qualified MEDIATORS who have demonstrated their training and experience in mediating disputes. VBMC does not get paid any fee for its services and is supported by voluntary contributions from the members of the public and various organizations.
2. Consistent with California Evidence Code §§ 1115 through 1128, the participants to the mediation agree that: except as otherwise provided herein, no written or oral communication made by any party, attorney, MEDIATOR, or other participant in or in connection with the mediation in your case may be used for any purpose in any pending or future proceeding unless all parties, including the MEDIATOR, so agree.
3. Disclosure of information that otherwise is protected by the attorney client privilege shall not alter its privileged character.
4. The MEDIATOR shall not be subpoenaed nor called to testify about any conduct or communication made during the mediation.
5. The parties agree, pursuant to Evidence Code section 1123, that any written settlement agreement signed by the parties in the course of the mediation is subject to disclosure, and will be binding, enforceable and admissible to prove the existence of, and to enforce, the agreement.
6. Each party hereby releases, waives and relinquishes any and all claims for liability and/or damages of any kind against the MEDIATOR and VBMC arising out of the mediation, or any failure to reach a settlement, or any Settlement Agreement including one which any party or parties may later determine was not in that party or parties' best interests and/or for failure of any party to comply with any settlement terms. The parties also acknowledge that neither the MEDIATOR nor VBMC is responsible for enforcing compliance with any Settlement Agreement or its terms.

**Acknowledgement of  
Confidentiality for Mediation — Page 2**

Case Name: \_\_\_\_\_

Case No. \_\_\_\_\_

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Other Participant)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Representing (*specify party*)

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Party)

\_\_\_\_\_  
(Party's Attorney)

\_\_\_\_\_  
(Other Participant)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Representing (*specify party*)

MEDIATOR Contact information:

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_