



## PHILIP MEDIATION

### **Agreement to Mediate**

1. In consideration of the receipt of services from Philip Mediation and its representative and mediator Sasha Susan Philip, I agree to participate in mediation in good faith by sincerely attempting to resolve this dispute.
2. I understand that mediation is a voluntary process and that I may leave the mediation at any time. I also understand that any agreement must be mutually acceptable to all parties, and that no party shall be bound by anything said or done at the mediation unless a written settlement is reached and signed by all necessary parties.
3. I agree to accept the mediator(s) in the role of an impartial third party who will direct and facilitate the mediation process. I understand that, although the mediator is a licensed attorney, the mediator cannot and will not act as a judge or arbitrator, represent or advocate for any party, and/or provide legal advice to any party.
4. I understand and agree that it is my responsibility to obtain legal advice from someone other than the mediator, if I believe that I need such legal advice. I understand that I am permitted and encouraged to seek legal advice at any time.
5. Unless agreed otherwise in writing, I understand and agree that anything discussed during the mediation will be kept confidential, with the exception of the specific circumstances listed in paragraph 7 below.
6. I understand and agree that mediation communications are privileged, pursuant to the Washington Uniform Mediation Act (UMA), RCW Chapter 7.07, *i.e.*, that mediation communications may not be disclosed in any later legal proceeding.
7. However, I understand and agree that the following may not be confidential or privileged and may be disclosed:
  - Signed written agreements (*i.e.*, the agreement to mediate, the mediation fee agreement, and any settlement agreement(s));
  - Documents and evidence that existed before the mediation, even if discussed in the mediation;
  - Threats of violence;
  - Plans to commit a crime or conceal ongoing criminal activity;
  - Admissions of abuse or neglect of a child, adult or disabled person; and
  - General fact patterns, on an anonymous basis, for research and/or peer consultation purposes.
8. I understand that under limited circumstances a judge may allow mediation communications to be introduced in a criminal felony proceeding or a proceeding challenging the mediation settlement

agreement.

**9. I agree to hold Philip Mediation and its representatives, specifically including but not limited to Sasha Susan Philip, harmless from any legal claims or actions that might arise from the mediation sessions or any resulting agreement.**

10. I further agree not to subpoena or require Philip Mediation or any of its representatives, specifically including but not limited to Sasha Susan Philip, to testify or produce records, notes, or work product in any future judicial or administrative proceedings or investigations consistent with RCW 7.07. I agree that no recordings or stenographic records will be made of the initial mediation session or any follow-up sessions or communications.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Mediation Client

\_\_\_\_\_  
(print name)

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Representative/Attorney

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(print name)

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Representative/Attorney

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(print name)

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Representative/Attorney

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Mediator  
Sasha S. Philip, Philip Mediation