

ALTERNATIVE DISPUTE RESOLUTION PROGRAM



Consent to Mediate

In consideration of receiving services from the Seattle Federal Executive Board ADR Program, I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute; agree to cooperate with the mediators assigned to this case, and give serious consideration to all suggestions made in regard to developing a collaborative solution to the problem. All dispute resolution communications made under this Consent to Mediate are for the purpose of compromise and settlement of the parties' dispute. Settlement agreements are legally binding on the parties and the ADR proceedings are confidential (except for portions of the agreement that must be revealed to specific components in order to implement them).

The parties must agree to these two conditions before entering into a settlement.

The parties understand that mediators assigned to this case will not be serving as advocates, attorneys, or judges. Their sole function is to act as neutral facilitators of the process to assist the parties in reaching a satisfactory solution. The parties understand that they have a right to have a representative assist them during the mediation process. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

All communications made under this Consent to Mediate are intended to be confidential. However, parties and participants understand that some communications with mediators are not confidential under the Alternative Dispute Resolution Act of 1996. A mediator must disclose a communication under the following circumstances: communications that relate to threats of harm, criminal activity, professional misconduct or abuse of a vulnerable person. Documents and evidence that existed before the mediation do not become privileged by reason of their use in the mediation.

No party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing and, when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.

No admission of guilt or wrongdoing by any party is implied, and none should be inferred, by participating in this process.

The parties understand that, where negotiated bargaining agreements exist, settlements may not violate the terms or intent of the agreement.

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The parties agree to not subpoena or require any mediator to testify or produce records, notes or work products in any future proceedings and that no recordings or stenographic records will be made of the mediation session. A mediator or neutral who is involved in a mediation of this charge will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding.

The parties further agree that the mediator and any neutral who is involved in their case will be held harmless for any claim arising from the mediation process.

By signature below, we acknowledge that we have read, understand and consent to the terms of this Consent to Mediate and this mediation.

MEDIATION CLIENT NAME (PRINT)

CLIENT SIGNATURE

DATE

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CLIENT SIGNATURE

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DATE

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DATE

INSTRUCTIONS

- 1) Sign, scan and save as CONSENT TO MEDIATE – YOUR NAME
- 2) Email to David Bayliff | david.m.bayliff@faa.gov