WHMC Case #_____
Court Case #_____

West Hawai'i Mediation Center

CONFIDENTIALITY PLEDGE

The mediators, the parties and their attorneys and advocates agree that they are all strictly prohibited from revealing to anyone, including a judge, administrative hearing officer or arbitrator, the content of any discussions which take place during the mediation process. This includes statements made, settlement proposals made or rejected, evaluations regarding the parties, their good faith, and the reasons a resolution was not achieved, if that be the case. Participants may discuss information with Center staff and professional advisors as needed.

The parties, their attorneys and advocates agree that they will not at any time, before, during or after mediation, call the mediators or anyone associated with the mediators, as a witness in any judicial, administrative, or arbitration proceeding concerning this dispute.

If at a later time, either party decides to subpoena the mediator or the mediator's records, the Center will move to quash the subpoena. The party making the demand agrees to reimburse the Center for all expenses incurred, including attorney fees.

The parties and their attorneys and advocates agree not to subpoena or demand the production of any records, notes, work product, or the like of the mediator in any judicial, administrative, or arbitration proceeding concerning this dispute.

The exception to the above is that any written agreement made and signed by the parties during the mediation, may be used in any relevant proceedings unless the parties agree in writing not to do so. Information which would otherwise be subject to discovery, will not become exempt from discovery by virtue of it being disclosed in mediation.

The parties agree that confidentiality does not apply to reports of child abuse or threats of physical harm. The mediators have the responsibility to report ***any threats of physical harm or child/elder abuse*** to the Center staff, who will then report the information to the appropriate authorities.

Finally, the participants agree to waive and release all claims or causes of action, known or unknown against the State of Hawaii, the Judiciary – State of Hawaii, and West Hawaii Mediation Center and its employees, agents or mediators for any damage or injuries whatsoever, which any participant may, or may have, received as a result of, or arising out of the participation in any mediation and/or conflict resolution activities offered by West Hawaii Mediation Center.

This pledge applies to any subsequent sessions with the same parties, regarding the same subject matter.

Print Name	Signature	Date
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