



Agreement To Participate in Closed Mediation

Between _____ and _____

It is hereby agreed that Carol A. Daw, MSW, RSW is retained to act as the Mediator with respect to the following issues: Please checkmark, as appropriate:

- i) The division of the marital assets and liabilities _____
- ii) Child Support _____
- iii) Spousal Support _____
- iv) Parenting Plan _____

- v) It is agreed that the Mediator is an impartial third party whose role is to assist the parties to negotiate a voluntary agreement.

- vi) In attempting to bring about an Agreement, the Mediator will meet with the parties for joint sessions (and possibly, on occasion, for individual sessions).

- vii) Information shared with the Mediator during individual or joint sessions is *confidential* except with the permission of the speaker. The Mediator may disclose any relevant information if there is a threat to anyone's safety (see ix).

- viii) It is acknowledged that the Mediator is not a lawyer and cannot provide legal advice. The parties are strongly advised to obtain independent legal advice, preferably before agreeing to a Mediated Agreement. This is to ensure that the parties are fully informed of their legal rights and obligations and the legal implications of such an Agreement.

- ix) In the event that the parties do not have independent legal advice prior to making this Agreement, it is recognized that:

- i) The parties may not be making fully informed choices in light of their respective legal rights;**
- ii) The Agreement they reach is less likely to be enforced by a court of law.**
- x) It is agreed that the parties will make full disclosure of all relevant information reasonably required for the Mediator to understand the issues being mediated, including, but not limited to the full disclosure of all assets and liabilities.**
- xi) In the event that information obtained during the mediation disclosed reasonable grounds to suspect that a child was or may be in need of protection or raised concerns about a threat to the safety of any of the participants, the Mediator is obligated to report such information to the appropriate authorities.**
- xii) If the parties reach agreement on some or all of the issues, the Mediator shall prepare a Mediation Report with respect to those issues for consideration by the parties and their respective counsel.**
- xiii) If the parties fail to agree upon one or more issues it is understood and agreed that:
 - Anything said or any admission or communication in the course of the mediation is not admissible in any legal proceeding;**
 - The Mediator will not be called as a witness by or on behalf of either party in any legal proceeding;**
 - The Mediator may be required by the court to testify despite this agreement to the contrary****
- xiv) It is agreed that the parties will pay an hourly fee of \$220 for actual mediation time, as well as for time spent in the preparation of the Mediation Report and other work directly related to the Mediation.**
- xv) It is understood that any of the parties may terminate the mediation process at any time.**

Each of the undersigned acknowledges that he/she has read this and agrees to be bound by the terms herein.

Wife, signature

Printed Name

Husband, signature

Printed Name

Dated at Calgary this _____ day of _____, 20__.