

## **AGREEMENT TO MEDIATE**

We the undersigned have been Court-Ordered to attend two-hours of mediation regarding our disputed issues regarding the parenting for \_\_\_\_\_.

In mediating this case, we understand and agree to the following;

1. Mediation is a voluntary process. Although we have been court-ordered to attend mediation, any party, or the mediator, may end the mediation session anytime and without cause.
2. The role of the mediator is to facilitate a discussion between the parties and help them reach a voluntary settlement of their dispute. The mediator has not decision-making authority regarding the outcome of this dispute. The mediator is impartial and does not represent either party. The mediator will not give legal advice to either party. Any time during the mediation, or prior to signing a final agreement, the parties may seek the counsel of their respective attorneys regarding their legal interests, rights and obligations.
3. Pursuant to RSMoSection 435.014. The mediator cannot be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting a mediation. Moreover, the mediation proceedings shall be regarded as settlement negotiations. Any communication made during the process shall be a confidential communication. No admissions, representation, statement or other confidential communication made in setting up or conducting a mediation not otherwise discoverable shall be admissible as evidence or subject to discovery.
4. The mediator will not disclose any communication made during the mediation except as consented to by both parties or required by law.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynne Harris, LPC, LCSW  
Mediator

\_\_\_\_\_  
Date