

**UTAH JUVENILE COURT  
CHILD WELFARE MEDIATION PROGRAM  
AGREEMENT TO MEDIATE**

**In an effort to promote cooperation and serve the best interest of the child, this matter has been referred to the Juvenile Court Child Welfare Mediation Program. By our signatures below, we agree to participate in the mediation program. The mediator has explained the mediation process and the rules governing the process. We understand and agree to the following:**

**Good Faith:** We agree to enter into this mediation in good faith; that is, we will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for fair and workable solutions.

**Honesty:** We agree to be honest and to disclose all relevant information and documents concerning this matter to the other parties.

**Courtesy:** We agree to cooperate with the mediation process by remaining courteous throughout the sessions. We will refrain from personal attacks and angry outbursts and will respect the opinions, perceptions, and feelings of other participants in mediation.

**Neutrality of the Mediator:** We understand that the mediator serves as a neutral third party whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. The mediator is not an advocate, judge, therapist or counselor, but fills the role of a neutral facilitator.

**Confidentiality:** We agree to keep confidential the communications made during the mediation process. All written and oral communications made during the mediation process are privileged, that is, they are confidential and their disclosure by anyone is prohibited. Due to the confidential nature of mediation, this process may not be audio or video recorded. There are, however, three exceptions to this privilege of confidentiality:

First, communications otherwise privileged may be disclosed with the consent of all the participants. Participants include the parties, their attorneys and the mediator. The participants may discuss matters among themselves regarding the case, but disclosure outside the circle of participants signing this Agreement requires the consent of all.

Second, there may be certain matters, such as incidents of **child abuse, abuse of elderly or incapacitated persons or threats of imminent physical harm** to which the privilege does not extend.

Third, this Agreement to Mediate signed by the participants, and any written agreement made and signed by the participants as a result of mediation may be used in any relevant court proceeding. That future agreement may be made part of the court record by the judge presiding over this case. Also, any matter that is otherwise admissible in a court of law does not become inadmissible solely because it was a matter communicated during a mediation proceeding.

This privilege of confidentiality may be asserted by any of the participants, including the mediator. The participants agree that they will not at any time during or after the mediation call the mediator as a witness in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator as a witness, the participants waive any such right by signing this Agreement.

The participants further agree not to subpoena or demand the production of any records, notes, documents, work products or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to such records, notes, documents or work products, the participants waive any such right by signing this Agreement.

**Caucus or Private Meetings:** We agree that either party may hold private sessions with the mediator at their or the mediator's request. Except for matters which the mediator is legally bound to disclose, parties may specify what will remain confidential from these private sessions.

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