

DISTRICT COURT OF MARYLAND



CASE NUMBER: _____

TRIAL DATE: _____

Mediator(s) ID #(s): _____

PLAINTIFF(S): _____

DEFENDANT(S): _____

AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION

Any person who is present or otherwise participates in the mediation must sign this Agreement to Participate acknowledging they understand and agree to the following:

1. **DEFINITION OF MEDIATION:** Mediation is a form of alternative dispute resolution (ADR) and a process in which one or more impartial mediators help the participants reach their own voluntary agreement to resolve all or part of a dispute.
2. **VOLUNTARY PARTICIPATION:** Participation in this mediation is voluntary. The participants or the mediator(s) may end the session at any time for any reason.
3. **ROLE OF THE MEDIATOR(S) AND PARTICIPANTS:**
 - The mediator(s) will meet with the participants (and their attorneys) to discuss ways to resolve the dispute. The mediator(s) may help the participants identify issues and options and explore their underlying needs.
 - The mediator(s) do not serve as judge(s) and will not decide who is right or wrong, or how the dispute should be resolved.
 - The mediator(s) will not offer or provide legal representation, legal advice, or legal services. The participants may consult with a lawyer at any time.
 - The mediator(s) will not engage in any other ADR process during the mediation and will not recommend the terms of any agreement.
 - The participants shall decide whether or not to settle their dispute and, if so, on what terms.
 - If requested, the mediator(s) may record points of agreement expressed and agreed by the participants.
4. **CONFLICTS OF INTEREST:** The mediator(s) will disclose any actual and potential conflicts of interest reasonably known to them. Participants should also raise any actual or potential conflicts of which they are aware. In the event of an actual or potential conflict, the mediator(s) or the participants may decline to participate or withdraw from the session.
5. **CONFIDENTIALITY:** Anything that is said or done during the mediation will be held as confidential by the mediator(s), ADR Office staff, and any neutral observers. A participant in a mediation may not disclose (or be required to disclose) a mediation communication in any judicial, administrative or other proceeding. (Maryland Rules 17-105(a) and (b)).

A mediation communication is any communication, whether spoken, written or nonverbal, made as part of a mediation, including a communication made for the purpose of considering, initiating, continuing, reconvening, or evaluating a mediation or mediator(s). (Maryland Rule 17-102(h)).

- a. There are some exceptions to this confidentiality:
The mediator(s), a participant, or any person present in the mediation may disclose or report mediation communications:
 - 1) to a potential victim or the appropriate authorities to the extent they reasonably believe necessary to help prevent serious bodily harm or death to the potential victim;
 - 2) relevant to the assertion of or defense against allegations of mediator misconduct or negligence;

- 3) relevant to a claim or defense that an agreement arising out of the mediation should be rescinded because of fraud, duress, or misrepresentation;
- 4) to disclose an act of violence that occurred during the mediation; or,
- 5) if they know or have reason to believe that a person was bitten or scratched by an animal (Code of Maryland Regulations §10.06.02.05).

b. Additionally, the mediator(s) may be required to disclose or report the following if they know or have reason to believe that:

- 1) a child, a vulnerable adult, or a person with a developmental disability has been subjected to abuse or neglect (Family Law Article § 5-704, 5-705 and 14-302; and Health - General § 7-1005); or,
- 2) a lawyer has committed a serious violation of the Maryland Lawyers' Rules of Professional Conduct (Maryland Rule 19-308.3).

c. The presence of a weapon in the mediation is an exception to confidentiality. A foundational premise of the session is that participants feel safe to participate fully, and the presence of a weapon may compromise a participant's feeling of, or actual, safety. If a mediator becomes aware of the presence of a weapon, s/he will immediately suspend or terminate the mediation and inform the nearest bailiff, in accord with District Court of Maryland policies and procedures concerning the presence of handguns, firearms and other weapons.

6. **SETTLEMENT AGREEMENT:** If a settlement agreement is reached, all of the terms may be written down, read onto the court record and will be placed in the court file. The participants that agree to the terms will sign and receive a copy of the settlement agreement. Any settlement agreement that results from this mediation is not confidential unless the participants agree in writing that it shall be confidential, subject to the approval of the judge.

I VOLUNTARILY AGREE TO PARTICIPATE IN THIS MEDIATION AS DESCRIBED ABOVE:

Plaintiff's Signature	Date	Defendant's Signature	Date
Plaintiff's Attorney's Signature (if applicable)	Date	Defendant's Attorney's Signature (if applicable)	Date
Mediator Signature	Date	Co-Mediator or Observer Signature	Date
Observer Signature	Date	Observer Signature	Date
Role	Date	Role	Date

If you have any questions or comments about your mediation experience, please contact the District Court ADR Office at 410-260-1676 or 1-866-940-1729.