

CASE NAME: \_\_\_\_\_

CASE NO: \_\_\_\_\_

In order to promote communication among the parties and the Mediator and to facilitate settlement of the dispute, all parties agree that the Mediator has no liability for any act or omission in connection with the mediation, and further agree as follows:

The Mediator is assisting in a neutral capacity and is not serving as an attorney for any party to the mediation. No representations by the Mediator should be considered legal advice, and the parties are free to consult with legal counsel of their choice should they wish to do so.

All statements made during the course of the mediation are privileged settlement discussions, are made without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.

The privileged character of any information is not altered by disclosure to the Mediator. Disclosure of any records, reports, or other documents received or prepared by the Mediator cannot be compelled. The Mediator shall not be compelled to disclose or to testify in any proceeding as to (I) any records, reports, or other documents received or prepared by the Mediator or (II) any information disclosed or representations made in the course of the mediation or otherwise communicated to the Mediator in confidence.

Since the parties are disclosing sensitive information in reliance upon this agreement of confidentiality, any breach of this agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement.

Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties and the Mediator for all costs, expenses, liabilities, and fees, including attorneys' fees, which may be incurred as a result of such breach.

While the Colorado evidence code shall apply to this mediation, for purposes of confidentiality under the evidence code, the mediation does not end unless and until one party notifies, in writing, the remaining parties and the Mediator that the mediation has ended. This confidentiality agreement and any written settlement agreement resulting from this mediation are admissible in any subsequent proceeding to enforce that very agreement.

Dated \_\_\_\_\_, 20\_\_\_\_, and signed before commencement of the mediation by each of the persons whose signatures appear below.

### **The Parties**

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DATE

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PRINT NAME

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PRINT NAME

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### **Attorneys for the Parties**

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DATE

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