Ku'ikahi Mediation Center
Finding Solutions, Growing Peace

Case # _____

MEDIATION & CONFIDENTIALITY AGREEMENT

Mediation is a valuable process because it empowers people to come together—to talk and to listen, to explore options, and to find their own best solutions. To encourage information sharing, communication in the mediation process is confidential.

The participants, the Mediators, and the Ku'ikahi Mediation Center, Inc. ("Mediation Center") agree not to share with any judge, administrative hearing officer, arbitrator, or anyone in any legal or judicial process, any part of the mediation communications. Mediation communications include verbal or written statements made as part of the mediation, such as proposed resolutions or unsigned agreements, which also cannot be presented in court or any other legal proceeding. Only signed mediated agreements may be presented in court or other legal proceeding.

The participants acknowledge and agree that mediation communications and any signed mediated agreements shall be subject to the laws of Hawai'i.

The participants additionally agree that they will not make audio or visual recordings or transmissions of the mediation process. For remote participation, **the participants** further agree to be in a location where no one else is present.

The participants additionally agree that at no time, before, during, or after the mediation, will they contact the Mediator, anyone associated with the Mediator, or the staff of the Mediation Center, to testify concerning the mediation or to provide any materials or written information from the Mediation Center or the mediation, in any legal proceeding.

The participants further agree that under Hawai'i law, there are a few exceptions to confidentiality, including substantial risk of or reports of child abuse or neglect, danger to or abuse of a vulnerable adult, or threats of physical harm. The Mediators shall report these exceptions to confidentiality to the Mediation Center staff who shall then report the information to the appropriate authorities.

Finally, **the participants** agree that the Mediator shall not be liable for any act or omission in connection with the mediation, other than as a result of the Mediator's willful misconduct.

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