**Participation Agreement**

In relation to the M*ediation* between:

Party A:

Party B:

by Mediator:

We, the undersigned Participants, agree that in consideration of permission by all other *Participants* to attend or participate at a *Mediation* *Session* the following:

**Without Prejudice**

The *Participants* shall to the extent allowed by law, treat as being given without prejudice, not use for any purposes other than the resolution of the Disputes or disclose to anyone, any information in any form, [including admissions, views or opinions, suggestions, willingness to accept or consider propositions or proposals, documents in any form brought into existence for the purposes of *Mediation*], that is received by any means in connection with the *Mediation*.

**Disclosure**

This *Participation Agreement* shall not serve to prohibit information obtained in the *Mediation* being disclosed where:

1. The information is this *Participation Agreement*, the *Mediation* *Agreement* or any *Settlement Agreement*.
2. Disclosure is required by or under a law,
3. Disclosure is made with the consent of the person who gave the information,
4. Disclosure, only to the extent necessary, is required to resolve a dispute between the *Mediator,* a *Party* or *Participant* in the *Mediation*.
5. Disclosure and discussion with the *Party* who invited my attendance or participation in this *Mediation* or other *Participants* similarly invited by that *Party*,
6. A person believes on reasonable grounds that:
	1. any person’s life, health or property is under serious and imminent threat and the disclosure is necessary in order to avert, or mitigate the consequences of, its realisation; or
	2. the disclosure is necessary in order to report to the appropriate authority the commission of an offence or prevent the likely commission of an offence of violence or the threat of violence, to a person or intentional damage to property or the threat of such damage.

**Defamation**

The same privilege with respect to defamation as exists in relation to judicial proceedings shall exist in relation to statements or comments, whether orally or in writing, made or used by the *Mediator*, the *Parties or Participants* at a *Mediation* *Session* or a document of other material produced at a *Mediation* *Session* or given to the *Mediator* for the purpose of arranging or conducting a *Mediation* *Session*.
This *Participation Agreement* may be pleaded as a bar to any action for defamation or any related complaint.

**Immunity**

The *Mediator* has, in the performance in good faith of their functions as *Mediator*, the same protection and immunity as a judge of the Supreme Court.

This agreement shall continue in effect after the termination of the Mediation.

This *Participation Agreement* was executed by the following:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

Name: Signature:

at the place: on the date:

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