



RIVERDALE MEDIATION

**IN THE MATTER OF THE ARBITRATION ACT S.O. 1991, c. 17, as amended,
and the FAMILY LAW ACT, R.S.O. 1990, c.F3, as amended**

B E T W E E N:

(Name)

- and -

(Name)

CONSENT TO THIRD PARTY SCREENING

THE SCREENING PROCESS

I _____, agree to meet confidentially with _____ (“the Screener”) as required by the Regulation under the Arbitration Act , for the purpose of assessing suitability for participation in an Arbitration before _____ (the Arbitrator). The other party shall also meet with the Screener for the same purpose.

The Screener’s relevant training and experience is set out in Schedule A. The Screener is independent of the Arbitration, the parties and their lawyers. The Screener will meet separately and confidentially with each party. Based on the information provided by both parties, and applying his/her skills and experience, the Screener will make a confidential recommendation to the Arbitrator in the form attached (Schedule B).

I agree to provide full information and documents, as requested, to the Screener. My failure to do so may result in the withdrawal of the Screener. The information that I provide will be used only to enable the Screener to make recommendations that are intended to help the Arbitrator assess and monitor the suitability of this case for arbitration and to determine procedures for the Arbitration. My information will not be used by the Arbitrator as evidence for making any decisions.

WAIVER OF LIABILITY

I agree to hold the Screener harmless and waive any claim or right of action against the Screener arising out of the Screening Process.





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CONFIDENTIALITY OF THE SCREENING PROCESS

All information and documents provided by me shall remain confidential between me and the Screener. All information and documents provided by the other party shall remain confidential between the other party and the Screener. All information arising from the screening process, including the Screener's notes, opinions and recommendations, shall be used only for the purpose of providing a confidential recommendation to the Arbitrator.

The Screener may, with my specific written consent and solely at her discretion, release my screening information to a lawyer or other professional retained by me. No information arising from the screening process shall be otherwise disclosed to any person for any purpose except as required by law. Such exceptions may include:

- Reporting a child in need of protection in accordance with section 72 of the Child and Family Services Act; or
- Where the Screener believes on reasonable grounds that there is an imminent risk to an identifiable person or group of death or serious bodily or psychological harm, he or she may disclose such confidential information that is required in the circumstances to prevent such death or harm.

I will not summons the Screener to provide evidence with respect to the Screening Process in any proceeding, nor will I seek production of any documents that were provided for or prepared in connection with the Screening Process (unless they are otherwise discoverable).

RIGHT TO WITHDRAW

I have the right to withdraw from the Screening Process. The Screener has the right to terminate the Screening Process in his or her discretion.

FEES

I will pay the Screener's fees in full at the time of my meeting with the Screener. They are as follows: _____

I have read this agreement; I understand it and I agree to its terms.

PARTY

DATE

SCREENER

DATE

