

**VIRTUAL ARBITRATION
CONFIDENTIALITY AND WAIVER AGREEMENT**

Case Name: _____ **Case #** _____

Remote Appearance. This Agreement is being entered into by the undersigned in consideration of participation in a virtual arbitration by telephonic or video connection and is a requirement for participation in the online process. Each of the undersigned represents that he, she or it has had adequate time to consider the potential risks associated with the online format and has had advice from counsel and other professional consultants that the undersigned deems appropriate for the circumstances. All participants in the proceeding must sign this Agreement.

Electronic Platform. Each of the undersigned understands that there are risks in that the platform, the connection, the security measures or the communication process may not function as intended. Each of the undersigned further understands and agrees that Utah ADR Services, its principals, and the neutrals involved in the anticipated proceedings are not responsible for any failures in connection with the risks mentioned above, nor will the undersigned pursue any remedies against Utah ADR Services, its principals, or the neutral(s) involved as a result of the risks discussed in this Agreement.

No Endorsement. Each of the undersigned further understands that the use of a particular video conferencing facility is not an endorsement of that product by anyone associated herewith, nor a guarantee that the platform and process will perform as intended.

Confidentiality and Inadmissibility. Each of the undersigned hereby warrants and represents that they will make all reasonable efforts to preserve the confidentiality of the proceedings and will abide by the Guidelines that are a part of the documentation involved in this proceeding. All communications pertaining to the proceeding are protected from admissibility in any civil proceeding to the fullest extent of applicable law. The confidentiality period is governed by the Guidelines applicable to this proceeding

Neutral Does Not Act on Behalf of Any Party. The neutral does not represent or act for any party. Each party is relying on its own separate legal advice and is solely responsible for its decisions and conduct connected with the proceeding.

COUNSEL SIGNATURE(S) [Print Name Below Signature]

PARTY OR PARTY REP. SIGNATURES [Print Name and, if Applicable, Entity Below Signature]
