

GROUP PARTICIPATION & CONFIDENTIALITY AGREEMENT

BACKGROUND

The Self-Represented Litigant's Society is a not-for-profit organization (Registered under the *Canada Not-for profit Corporations Act*) that is intended to be a legal support centre for self-represented litigants. The organization does not employ lawyers, paralegals or legal service providers although some of its staff, volunteers, agents or contractors may have extensive legal experience and formal legal training. As such, the Self-Represented Litigant's Society does **NOT** provide **legal advice** or **legal services** to individuals as defined within the meaning of the *Law Society Act, RSO 1990, c L.8* or in other jurisdictions.

This agreement is between myself _____ referred to further as ("Client") and *iRepMyself: Self-Represented Litigant's Society* and its employees, specified volunteers, agents, affiliates, contractors, directors and/or assignees referred to collectively further as ("SRLS").

SUPPORT GROUPS

1. SRLS will provide a safe and comfortable environment for the Client(s) to attend ongoing support groups. These support groups will be open and structured although SRLS will not be providing formal educational services during the groups. SRLS will provide facilitators for each group that will manage the flow or structure of each session. The Client agrees to follow any directions of these facilitators while participating in the group. Any directions that the facilitator may give will be with respect to compliance of this agreement or to ensure the safety or fulfillment of Client needs. During the group experience, each client may be allocated several minutes to speak about his or her circumstances, his or her case or emotional state. Each client will be responsible for getting the time they *need* in the group experience/session. The group's facilitator will guide the timing for each client. During the group experience, if the client does not receive satisfactory time to speak during the group, it will be their responsibility to advise the facilitator about this, either during the group *or* after the group. The facilitator will also be responsible to resolve any client issues that may arise during the group. The objectives of the groups are to support clients with their legal cases, to help these persons build their support networks and to give them outside perspective or feedback on their choices as a litigant or a self-represented litigant.

CONFIDENTIALITY

2. The Client understands that the information SRLS or the Client receives from the Client OR other persons (other group participants) is meant exclusively for SRLS and the Client and should be treated as confidential in nature. The Client agrees that anything in particular that is heard or said while participating in the support groups at any time is confidential and shall **not** be repeated outside the confines of the group. The SRLS provides guarantee that it will treat all information received from the Client as confidential and private and intended for SRLS only. The SRLS will attempt to protect this information and offers this guarantee to the best of its ability. SRLS will retain strict adherence to generally accepted information retention practices and facilitators will only take notes during the group *if* there is an abnormal issue that occurs in or during the group. Otherwise, the client should not speak and are encouraged to NOT share information or specific details of their case(s) that they do not want others to know of (ie. information that is privileged, intended only for a lawyer, etc). Client(s) should be aware that while other persons are present in the group session, these persons will also be consenting to *this* same agreement to participate in the group. The Client agrees that SRLS and other persons present will not be held responsible or

liable for a breach of information within the group atmosphere (that the Client divulges) and therefore, SRLS encourages clients to speak only about information that is not privileged in nature and information which may be considered public record. SRLS encourages the Client to only speak about their own personal circumstances and their feelings and raise questions to the group that are general in nature and not seeking specific legal advice from non-legal service providers.

NON-LEGAL ADVICE

3. The Client acknowledges that the information it may receive from SRLS, the facilitator or other clients present in group sessions, are for informational purposes only. The Client understands and acknowledges that any direct, indirect or informal sharing of ideas (ie. ***"If I was in your shoes I would be thinking about this..."***) that may be exchanged in the group session or that the Client may interpret while in the course of exchange of information between Client and SRLS or other persons, is again for informational and educational purposes only, the opinion and/or thoughts of the person furnishing those thoughts and not meant to guide in any way, the Client into making any particular legal choice over another (with respect to the Client's case). The Client acknowledges that legal information is just that, and that any information the Client receives from SRLS or other Clients may be helpful to the Client's case(s), and shall be balanced against the Client's own belief about the best interest of the Client's case(s). The Client agrees to **not** provide (or attempt to provide) legal advice to other clients while in the group setting. The Client agrees that if the Client wishes to comment on other persons circumstances during the group sessions, the Client will stay to making general comment about those circumstances and inject their own perspective and will not try to guide or influence other Clients into believing their perspective or thought is the right choice for that particular person. SRLS encourages (and facilitators will support) Clients only to use "I" statements during the group instead of using "You" statements (ie. ***"I felt this way when this happened to me"*** – as opposed to: ***"You should do this..."***).

LIABILITY

4. The Client understands and acknowledges that at no point in its relationship with SRLS, is the Client legally obliged to receive or use *any* information from SRLS or other Clients and that usage of ANY such legal information it may receive from SRLS or other persons in the group session, is done so at the Client's own risk. Further, the Client agrees to fully release SRLS from any and all liability for the Client's usage of any such legal information or commentary the Client may receive while participating in the groups. The Client agrees to release SRLS from any and all liability involving the Client's choices in the Client's legal case(s), except an action between the SRLS and the Client. The Client acknowledges that he/she/it is solely responsible for the choices/determinations/executions of any legal document(s) or whom and how to serve such document(s) in any case the Client may be involved in.

The Client acknowledges and understands the difference/distinction between legal advice/legal services and legal support/legal coaching. If unaware the Client agrees to ask SRLS staff or the group facilitator about the distinction and to not participate in the group if there is any question about such. The Client acknowledges and understands that at any point in its relationship with SRLS, he/she/it should, may and is encouraged from SRLS to obtain independent legal advice from a licensed legal service provider in the Client's jurisdiction.

FEE FOR SERVICES

There is no fee to participate in SRLS support groups at this time, although the Client is encouraged to make a donation to SRLS of \$2-\$5 per group session participated in. This may be

used to cover basic costs by SRLS including supplying refreshments during the groups, office supplies, etc.

TERMINATION/FUTURE VERSIONS OF THIS AGREEMENT

The Client or SRLS may at any time, terminate this agreement, only in writing for any purpose. Despite the termination of this agreement, the Client may still remain a member of SRLS subject to the by-law and/or policies of SRLS. The Client agrees that this agreement may be changed over time (updated) and that the Client will be responsible to be aware of, and will be made aware of any changes to it (as this agreement and any current version of it) will be posted on the SRLS website (**www.iRepMyself.com**) and will be announced at the beginning of each group session by the facilitators. The Client must agree to the most current version of this agreement to participate in each session the Client chooses to attend.

GOVERNING LAW

The Client acknowledges that this agreement is subject to the laws of the province of Ontario, Canada and that the Client is of sound mind and at least the age of majority in that province. The Client acknowledges that he/she/it has been given sufficient ability to consult with counsel before entering into this agreement and he/she/it is fully aware of the terms and conditions in this agreement and the bearing it may have on their own case.

Name of Client (Printed): _____

Client Signature: _____

Date: _____

Phone: _____ Email: _____

ID Verification (Driver's License/Passport/other _____): Yes

Verification by: _____