

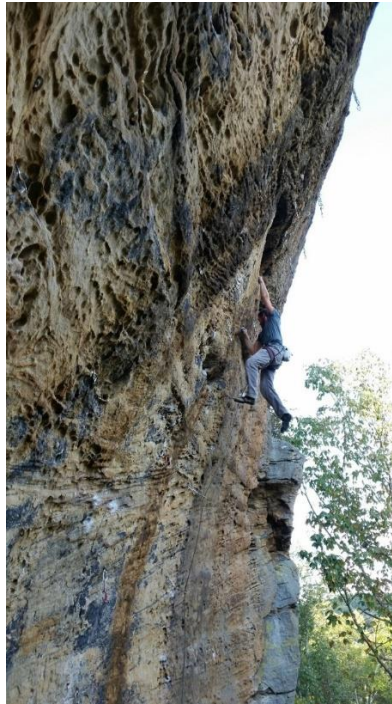
Welcome Climbers, Hikers, and Nature Lovers

The Cathedral Domain rock climbing area owned and maintained by the Episcopal Diocese of Lexington. The Domain is approximately 800 acres in size and walled in by seven miles of majestic sandstone cliffs. The Valleys contained within the property has caves, and stone bottom creeks. Mountain laurel, rhododendron, and many species of wildflowers and plants cover the Valley floor and hillsides.

We ask for no admission fees. You may freely climb, hike, and enjoy the natural beauty as our guests, but at your own risk. *If you are not willing to accept full responsibility for your presence at The Cathedral Domain, then do not enter the property.*

Understand also that The Cathedral Domain, its officers and Board of Director members, and the Episcopal Diocese of Lexington are protected from liability claims by the [Kentucky Recreational Use Statute](#).

Everyone who wishes to come onto the property to rock climb must first execute a waiver of liability. By executing this waiver, you are acknowledging that you are older than 18, have received, read and understand the WARNINGS of dangers that exist within The Cathedral Domain and the list of RULES that you agree to follow. These WARNINGS and RULES are listed on the following pages and by signs located at the trail heads.



Rules for Visitors to The Cathedral Domain

(Last updated 11/16)

Willful disregard of any of the following rules may result in your loss of any privilege to visit The Cathedral Domain.

1. The Episcopal Diocese of Lexington is the owner of The Cathedral Domain (Domain) If you need to reach the Director, Andy Sigmon, for questions, notifications or special permissions, you can do so at 606-464-8254, 859-582-8434 or by emailing him at: asigmon@diolex.org .
2. You must read and understand the documents “Warnings to Visitors to The Cathedral Domain” and the “Kentucky Recreational Use Statute”. Your signature and presence at The Cathedral Domain signifies that you agree that The Cathedral Domain has adequately warned you of hazards that may exist at The Cathedral Domain and that you consider The Cathedral Domain to be in full compliance with the provisions of this statute.
3. You must notify The Domain representatives as soon as reasonably possible of any dangerous condition or hazard on the property of which you become aware, that is not called out in the Warnings document.
4. To rock climb at The Cathedral Domain, you must first submit and have accepted The Cathedral Domain Climbing Waiver. You must either fill out and submit this form on line or do so on a temporary paper waiver, good for one day, available in the office at the main Cathedral Domain Parking Lot.
5. We encourage youth under the age of 18 to be accompanied by their parent, guardian, or other responsible adult. Prior to their climbing in The Cathedral Domain, climbers under age 18 must have on file with The Cathedral Domain, a Cathedral Domain waiver signed by their parent or legal guardian naming the climber as a covered individual.
6. These activities are permitted at The Cathedral Domain: rock climbing, hiking, and enjoying nature.
7. These activities are NOT permitted in The Cathedral Domain: inverted rappelling, bungee jumping, free solo rock climbing, rope jumping (taking long intentional falls - sometimes referred to as “victory whippers”), mountain biking, shooting firearms, hunting, trapping. Camping, campfires, and operating motorized vehicles are permitted only in designated areas of the facility.
8. Climbing of a type known as free soloing or highballing, which is done without proper and adequate protection in the form of rope belaying, spotting, or using bouldering pads, is unnecessarily dangerous and not permitted in The Cathedral Domain. The only three forms of rock climbing permitted in The Cathedral Domain are sport climbing, wherein the climber utilizes hanger brackets bolted to the rock faces, for protection, trad climbing, wherein the climber provides and temporarily affixes his/her own passive and active gear to the rock faces for protection, and bouldering, wherein the climber, sans rope, climbs routes that finish close to the ground and uses bouldering pads to provide a safer landing. Aid climbing is not permitted in The Cathedral Domain without written permission by the owners.

9. Do not climb above the anchors or top out on any climb at The Cathedral Domain.

10. Attach quickdraws or carabiners and slings to the anchor system and run your top-rope through them, instead of top-roping through the anchor hardware affixed to the rock wall. This means: do not run your rope from the belayer up and through the fixed anchor hardware and back down to the climber. This produces unnecessary wear on the anchor hardware and may increase risk to you or climbers who use this hardware subsequent to your use of it.

10. The choice to either rappel or have your belayer lower you after cleaning the top anchors on a route is **yours** and should be made on what you believe to be the safest method for the particular route you are on. Rappelling, when it is safe to do so, causes much less wear on the fixed gear than being lowered. The Cathedral Domain's owners encourage climbers to limit wear on fixed gear when possible. Worn anchor hardware is a safety concern in itself, and gear is expensive and time-consuming to replace. The Cathedral Domain **does not** mandate rappelling. There is no expectation by The Domain for any climber to rappel on steep overhangs, or routes that are assessed by the climber to be overly challenging to clean on rappel.

11. Unintentional falling is part of responsible rock climbing. Rock climbers are expected to be experienced and skilled in the technique of taking falls, and belayers are expected to be experienced and skilled in safely arresting the falls of the climbers they are belaying.

12. No rock climbing routes of any kind may be put up in The Cathedral Domain without the written permission of The Cathedral Domain. Nor, may hardware of any kind be permanently affixed to any rock in The Cathedral Domain without the written permission of facility Director.

13. Practice Leave No Trace ethics, and pack out all your trash, especially non-biodegradable trash and toilet paper. Please do not throw cigarette butts on the ground. And, thank you for carrying out trash left by others!

14. Dogs are permitted at The Cathedral Domain but must be on a leash at all times. No doge can left in your car at the parking lot!!

15. Hammocks are not permitted to be hung between trees anywhere at The Cathedral Domain.

16. Harvesting of plants or plant specimens is to be done only with the expressed specific permission of The Cathedral Domain owners,

17. Please do not damage trees and vegetation. Stay on existing trails. New footpaths may be established only with prior approval of The Cathedral Domain Director.

18. Absolutely no digging for relics will be permitted in caves or anywhere else at The Cathedral Domain.

19. Please respect our neighbors' property and privacy. Drive slowly on the approach road. Children are often present. Park only on The Cathedral Domain land in areas designated for parking.

20. Illegal drugs and alcoholic beverages are NOT permitted anywhere at The Cathedral Domain!

21. The Cathedral Domain is open at no admission charge to the public. The Cathedral Domain has issued warnings of dangers—known and unknown—that exist there to visitors. These appear above on the web site for the facility, at the main parking lot, and at numerous locations throughout the facility.

22. The Cathedral Domain requires that all climbers must use a clip stick to the first anchor before beginning any climbing route.

Warnings for Visitors to The Cathedral Domain

Last amended:(11/16)

It is important that you carefully read and understand the list of warnings of the hazards and potential dangers, both identified and unknown that may exist at The Cathedral Domain. Your presence at The Cathedral Domain signifies that you have read and fully understand these warnings and the Kentucky Revised Statutes chapter 411.

Please notify The Cathedral Domain as soon as reasonably possible of any unusual dangerous condition or hazard that you see or encounter on the property. This includes, but is not limited to, loose, missing, or worn hardware on the rock climbing routes, loose rocks, and any and all activities by other persons that could be considered to be reckless and an endangerment to the wellbeing of other people at The Cathedral Domain .

If you are not willing to accept full responsibility for your presence at The Cathedral Domain, then do not enter the property.

1. **WARNING:** It is virtually impossible for us to be aware of every hazard and dangerous condition that may exist in the 800 acres and 7+ miles of cliff line that constitute The Cathedral Domain. It is, therefore, necessary that you acknowledge a general warning that hidden and unknown dangers may exist in The Cathedral Domain that cannot always be specifically identified and warned or guarded against.

2. **WARNING:** Rock climbing can be a dangerous sport, participation in which can cause permanent paralysis or other serious injury and death to you or to those around you. You should never climb without extensive training by experienced climbers. You should never climb without proper high-quality rock climbing gear. And, you should never climb if you are not willing to accept full responsibility for the consequences of your participation in this dangerous sport.

3. **WARNING:** The rock at The Cathedral Domain contains Corbin Sandstone. This is a very soft, friable sedimentary rock that is laced with pockets, fissures and soft chossy sections. Even the best of hardware permanently affixed to or temporarily placed into this rock can fail unexpectedly and catastrophically due to the poor structural integrity of this rock, possibly causing your injury or death.

4. **WARNING:** The rock at The Cathedral Domain contains sections that are either loose or that can be easily loosened. These sections can spontaneously fall off a cliff, or they may be inadvertently or purposely pulled off by a climber. In any case, rock fall poses a threat to visitors to The Cathedral Domain and therefore poses a danger to the climber and/or persons below the climber. All persons participating in rock climbing and/or those present in the vicinity of rock cliffs are strongly advised to wear protective headgear designed specifically for a rock climbing environment.

5. **WARNING:** Never climb inside any of the caves at The Cathedral Domain. The ceilings are often flaky and prone to breaking down and falling.

6. **WARNING:** Hanger brackets have been bolted to, or glued into, the walls of many of the climbing routes at The Cathedral Domain. Additionally, other hardware, such as slings, quickdraws, chains, rings, cable leaders, and permadraws may be attached to hanger brackets. As is traditional with rock climbing route development, this hardware was installed by many different persons. The specific hardware and installation methods are neither approved by nor monitored by us. Nor, is this hardware routinely inspected. NO warranties of safeness of this hardware have been given by the persons who installed it or the owners at The Cathedral Domain. Hanger brackets have been known to pull loose from the rock. And, rock in which hanger brackets have been affixed has been known to fail. **If you climb at The Cathedral Domain and rely on any piece of hardware affixed to any rock surface for your personal safety and/or the safety of others with you, you do so at your own risk and with the full knowledge that this hardware may fail catastrophically and without warning.**

. **WARNING:** Be very careful hiking along the tops of cliffs. Most of the trails along the cliffs range from 50 to over 145 feet high.

8. **WARNING:** As a nature preserve, The Cathedral Domain has wildlife, including, but not limited to: poisonous insects, such as the northern millipede and Black widow spiders; venomous snakes, such as copperheads and rattlesnakes; and poisonous plants, such as poison ivy and pokeweed.

If you wish to download a printable PDF file copy of these [WARNINGS click here](#). <create and link new pdf file - this one is obsolete.>

If you have any suggestions or questions or wish to report any problems, please feel free to contact Andy Sigmon by email: asigmon@diolex.org or phone: 606-464-8254.

Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability

The Cathedral Domain is open for noncommercial recreational outdoor activities, such as hiking, nature study, earth caching, bird watching, etc. Access to The Cathedral Domain for the purpose of rock climbing is limited to those individuals who are competent rock climbers or under the guidance and control of a competent rock climbing instructor.

Terms and Conditions

In consideration of being allowed to enter The Cathedral Domain for the purpose of outdoor recreation, I hereby acknowledge, appreciate, and agree that:

- 1) The risk of injury from rock climbing is significant, including the potential for death, permanent paralysis, or other injury, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I confirm that I am physically and mentally capable of rock climbing, that I have attained the age of 18 years and, if applicable, I am the parent or legal guardian of minors accompanying me or have submitted waivers signed by the parents or legal guardians of other minors accompanying me. I hereby knowingly and freely assume all risks associated with rock climbing and any and all other risks associated with my entry upon the lands of The Cathedral Domain, whether hidden, open, obvious or otherwise, both known and unknown to me, even if such risks arise from the negligence, reckless, wanton or intentional acts of myself or others, equipment failure or forces of nature, and I assume full responsibility for my participation and for any minor children for whom I am responsible, and any expense as a result of my negligence or the negligence of others; and,
- 3) I willingly agree to read, understand, and comply with the posted Warnings and Rules of The Cathedral Domain. If I am involved in an accident involving injury requiring medical attention or observe any unusual hazard during my visit to The Cathedral Domain, I agree to bring such accident or hazard to the attention of the owners of The Cathedral Domain immediately by contacting a representative, by using one of the emergency radios located throughout The Cathedral Domain property, or by calling 606-464-8254, and to take whatever action is reasonably necessary to protect myself and other persons; and,
- 4) I understand and agree that all artificial installations typically used in rock climbing, including, but not limited to, rock anchors, glue-in bolts, bolted hangers, chains, cables, quicklinks, Permadraws, quickdraws, and carabiners, found on the property have been placed by many individuals, including the owners of the property, for their convenience, and that my use of any of these installations is undertaken solely at my risk and discretion; and,
- 5) I, for myself and any minors accompanying me for whom I am the parent or legal guardian, and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, indemnify, defend, and hold harmless The Cathedral Domain, and The Episcopal Diocese of Lexington; and, if existing, each of the foregoing entities' board of directors, officers, employees, officials, agents, members, and volunteers; other participants; sponsoring agencies; sponsors or advertisers; and, if applicable, owners and leasers of premises used for the activity ("releases") with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releases' or otherwise, to the fullest extent permitted by law; and,
- 6) I agree that if any legal proceeding is instituted by myself or my heirs, assigns, personal representatives, or next of kin, then venue shall be proper only in the Fayette County Circuit Court, Lexington, Kentucky, and that this Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky; and,

I have read, received, and understood the foregoing agreement: Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability. This signed agreement is valid for access to The Cathedral Domain for a period of one day from the date of execution. I understand that by signing The Cathedral Domain Waiver form, I have given up substantial legal rights, and sign it freely and voluntarily without inducement.

Print Name _____ email _____

Address _____ City, St. Zip _____

D.O.B. ___/___/___ Age _____ Phone # (____) ____ - _____

Signature (must be 18) _____ Date ___/___/___

Name of any minors in the party for whom you are responsible _____

KENTUCKY REVISED STATUTES
TITLE XXXVI. STATUTORY ACTIONS AND LIMITATIONS
CHAPTER 411. RIGHTS OF ACTION AND SURVIVAL OF ACTIONS

411.190 Obligations of owner to persons using land for recreation.

(1) As used in this section:

(a) "Land" means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty;

(b) "Owner" means the possessor of a fee, reversionary, or easement interest, a tenant, lessee, occupant, or person in control of the premises;

(c) "Recreational purpose" includes, but is not limited to, any of the following, or any combination thereof: hunting, fishing, swimming, boating, camping, picnicking, hiking, bicycling, horseback riding, pleasure driving, nature study, water-skiing, winter sports, and viewing or enjoying historical, archaeological, scenic, or scientific sites; and

(d) "Charge" means the admission price or fee asked in return for invitation or permission to enter or go upon the land but does not include fees for general use permits issued by a government agency for access to public lands if the permits are valid for a period of not less than thirty (30) days.

(2) The purpose of this section is to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes.

(3) Except as specifically recognized by or provided in subsection (6) of this section, an owner of land owes no duty of care to keep the premises safe for entry or use by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes.

(4) Except as specifically recognized by or provided in subsection (6) of this section, an owner of land who either directly or indirectly invites or permits without charge any person to use the property for recreation purposes does not thereby:

(a) Extend any assurance that the premises are safe for any purpose;

(b) Confer upon the person the legal status of an invitee or licensee to whom a duty of care is owed; or

(c) Assume responsibility for or incur liability for any injury to person or property caused by an act or omission of those persons.

(5) Unless otherwise agreed in writing, the provisions of subsections (3) and (4) of this section shall be deemed applicable to the duties and liability of an owner of land leased to the state or any subdivision thereof for recreational purposes.

(6) Nothing in this section limits in any way any liability which otherwise exists:

(a) For willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity; or

(b) For injury suffered in any case where the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that in the case of land leased to the state or a subdivision thereof, any consideration received by the owner for the lease shall not be deemed a charge within the meaning of this section.

(7) Nothing in this section shall be construed to:

(a) Create a duty of care or ground of liability for injury to persons or property;

(b) Relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this section to exercise care in his use of the land and in his activities thereon, or from the legal consequences of failure to employ such care; or

(c) Ripen into a claim for adverse possession, absent a claim of title or legal right.

(8) No action for the recovery of real property, including establishment of prescriptive easement, right-of-way, or adverse possession, may be brought by any person whose claim is based on use solely for recreational purposes.

