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## THE EFFECT OF THE VICTIM'S CONSENT RESULTING FROM DANGEROUS SPORTS ON THE RIGHT OF COMPENSATION

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### ABSTRACT

The responsibility of the perpetrator of a harmful act in Jordanian civil law is based on the availability of three pillars, which are: the act of harm, the harm, and the causal relationship between the act and the harm; So that if the harmful act results in harm to another person, the injured person can claim compensation for the damage , and in this case the harm done to the injured is without the consent of the injured, but if the injured is satisfied with the harmful act that causes him the harm, then can he claim compensation for the damage that was caused with it? , And the consent of contributory damage do you arrange legal effect varies depending on the type of damage the case or potential? Would this consent issued by the injured be a wrong behavior affecting his right to compensation? Can the defendant invoke this consent to deny civil liability for it? , The consent of the injured is either a legal act is subject to civil law sometimes, Or is subject to criminal law at other times and called the victim, and one of the main problems raised by the consent of the injured for damage in determining the legal nature to which it belongs , and the consent of the injured for the damage to be in one of two forms: one satisfaction injury case, and which satisfies the injured of the damage wrought by himself deliberately . And the second is satisfaction with the potential harm, in which the injured knows clearly about the

possibility of the harm occurring, and he is able to estimate the nature of the harm that could happen, and yet he accepts it and bears its consequences and risk.

## Introduction

By looking at the Jordanian civil law, the lack of clarity in regulating the consent of those affected by the harm appears as a reason for the absence of harm. As we find that the law mentioned cases of the absence of harm, which is the state of necessity in Article (262) of the Jordanian Civil Law, and it stipulated that "Whoever caused harm, while he was in a legitimate state of defense for himself, his money, or the soul of others, or his money, was other than official, that does not exceed the extent necessary, and only become binding to ensure as much as Jaozh " , and Article (263/2), which reads , " However this is not a public official responsible for his work , which has damaged a third party if done pursuant to an order issued to him by his boss when they obey this is due to him or was thought to be obligatory upon, and established evidence on the belief the legitimacy of the work that took place from him, and it was his belief based on reasonable grounds , and that it took into account where his side of caution " , and here saw by the jurisprudence of these cases , the absence of errors received on For example, but not limited to, and that there are other cases in which error is excluded, such as the condition of the sufferer being satisfied with the harm and accepting the risks, as is the case in sports, and this is a matter organized according to the penal laws . A person may accept a dangerous surgery, or participate in a dangerous sports game. The behavior of the person affects his right to compensation? Here, we find that this matter is inconsistent with the rule that the victim's consent to the harm nullifies its effect, or that the offender's mistake has an effect with the consent of the victim. In application of this rule, civil liability is not imposed on the surgeon or other athlete, who, by reason of his work, has resulted in actual harm. It is fair that the civil responsibility for these mistakes must be based, and responsibility is not excluded because of the victim's consent to be exposed to danger, and the consent of the injured person differs from the other in each case, and there are cases in which prejudice to a person's body and integrity becomes necessary to preserve his life, and if research is an issue. The consent of the injured with the harm from the civil point of view, determining the legal nature of the consent of the injured with the harm requires researching the essence of satisfaction, its basis and methods of expressing it, and researching the validity of the consent, and what rights may be waived or disposed of?

**The problem of the research:** The problem of the study is about stating the consent of the injured in harm and the extent of his right to demand compensation for this damage according to the rules of civil liability in the Jordanian civil law, and the lack of comprehensive legal regulation for such issues. Therefore, it is necessary to explain the effect of this consent on the right to compensation.

**The importance of research:** The importance of research of the theory in determining the impact of the damage to the consent of the injured right to compensation; This is because he took a wrong course or carried out a normal act, and can the one who caused the harm invoke the consent of the injured in order not to be responsible for it? The importance of research also lies in theoretically - also -

in determining the forms of consent of the injured with the harm, for it has two forms: the first is the consent of the injured with the immediate harm of the occurrence of the act, and the second is the consent of the potential harm to the occurrence of the act, or what is the importance of the research in practice, the study raises many problems Legal, due to the lack of clarity in the legal texts in the Jordanian civil law of how the injured, in the event of his consent to the injury, has the right to compensation or how to compensate him. The importance of the research in practical terms is also based on determining the effect of the victim's satisfaction on his right to compensation, and the study examined in particular dangerous sports and the burden of proof of responsibility to prove the right to compensation.

**Research questions:** This research attempts to answer these questions

1. Did the Jordanian civil law, or any other legal texts, deal with the status of consent of those affected by the harm?
2. Does the victim's satisfaction with the harm affect his right to compensation?
3. What is the effect of the victim's satisfaction resulting from dangerous sports on his right to compensation?

Therefore, the study has identified the circle in which the victim is satisfied with the harm, and the injured may be satisfied with the occurrence of the harm to himself deliberately occurring, and it is called the immediate harm, and the injured may be satisfied with the act that leads to the harm while he is aware and evident of the possibility of the harm occurring, and the injured can appreciate the nature and severity of the harm. However, he accepts it bearing its consequences and risks (accepting risks).

- *The consent of the injured with damage caused by dangerous sports:* People have practiced sports since ancient times. This is because of the physical, psychological, and educational benefits of sport, and sport activity has developed over time, expanded its scope, and its importance for countries increased and encouraged it by various means, and many countries organized sports activity, and established laws that regulate sports activities, and legal regulation of sports activity is necessary. It is important, especially since the practice of this activity is subject to specific technical rules stemming from the sporting milieu itself, and despite the fact that sports activity is subject to legal and technical rules, this does not exclude the possibility of certain accidents occurring in connection with the practice of sports activity, and the danger is related to the practice of certain sports, Such as: wrestling and boxing because it presupposes the use of violence on the body of the competing player, even in other types of sport, injuries may occur to players or those in charge of organizing sports activities, and the cause of the accident may be direct human action, or the things used in the practice of sports activity, whether they are things like animals, or inanimate objects such as bats and balls, although in this study we shed light on the player's injury in dangerous sports, his satisfaction with carrying out sports activity, and the extent of Sports issues are subject to civil liability, considering that sport is a form of consent for the injured to harm, and it is known that jurisprudence and the judiciary have played a major role in forming the rules of civil liability for sporting activities, and here we find that the courts have set important principles and applied

the rules of public civil liability to sports responsibility with Taking into account the special conditions of sports (Gabr, 1992) .

## Literature review

### 1. What is meant by sports and the legal rules to which it is subject

The governments encourage and practice sports, set a specific organization for them, and encourage people to play these games due to the consequent building of strong and healthy bodies, and because of this in the interest of society , and sports are based on skill in training and building the body properly ( Jabr, 1992) ) , and also known sports games as games that would strengthen the body and the completion of the reasons for his health ( full, 1993 ) , and divided sports to games that do not represent any danger to those who practice, and does not require the use of violence on the body of the opponent , such as swimming, running, including what It requires the use of force or violence on the human body, such as boxing and wrestling, and this type of games has precise rules to regulate the course of the game on the one hand, and to protect players on the other hand, and impose a measure of caution on them to avoid excessive roughness between them (Kamel, 1993) , and due to the absence of legislative regulation Who rules the liability resulting from the damages resulting from practicing sports , whether these damages occurred directly by the player himself (such as punches and violent actions), or indirectly by the action of the game tool such as (harmful) It is imperative to refer to the general rules of civil liability provisions for their application to damages resulting from the act that led to the occurrence of the damage (Al- Balshi, 1994 ) , and the general rules applicable in this field Article (256) of the Jordanian Civil Law which states that "all the detriment of a third party needs to be an actor even if he lacks ensuring damage" , and Article 163 of the Egyptian civil Code states "every mistake the cause of damage to the non - necessary committed to compensation" , and these provisions apply to the direct damages that fall from the same player on the opponent during exercise Sports activity , and by applying this to the liability arising from practicing sports, that in the damages resulting from direct dangers that come from the player himself, and in which the player is a victim of the personal action of one of his opponents or competitors, and in order to obtain compensation for the damages caused to him as a result of that, the elements must be available. Responsibility, which is the harmful act, the injury, and the causal relationship ( Gabr, 1992 ) , and here the burden of the injured falls on proving the occurrence of the harmful act by his competitor as a result of violating the provisions of the law and the rules governing the sport ( Kamel, 1993 ) , and the player in the case of other risks For direct, here is more protection than playing in the event of direct dangers; This is because the source of the damage differs (Al- Balshi, 1994 ) . The player exercises authority over the playing device that he uses in sports games, whether the sport is collective or individual. The player is a user of the thing and observes it, so he is responsible for it and bears the burden of guarding it, and he can prevent the occurrence of Damage from him ( Al-Sanhouri, 1995 ) , and if we apply the rules of the game in the field of civil liability in the event of a damage, we examine the case of the player's respect for the rules of the game or not

to determine the scope of application of civil liability, as there are actions that are inherently wrong, but they become legitimate according to the rules of the game. And as a result of its occurrence, civil liability does not take place, for the boxer who punches his opponent violently, but it is within the rules and regulations of the game, and the football player who obstructs the opposing player without violence, and wrestling players who use violence to win, and other sports practices that require the use of violence against the opponent do not exist. Any criminal or civil liability for those who use violence, even if harm occurs if he follows the rules and principles of the game ( Khader, 2010 ), but if we apply the general rules of civil liability to sports, we find that Responding to the availability of the elements of civil liability such as a harmful act, harm, and a causal relationship, the liability rests on the player who caused the damage, even if he did not violate the rules of the game ( Khader, 2010 ), and therefore we find that playing the game must be in accordance with the ethics and rules of the game and authorized by the public authorities, It is licensed to mediate written rules codified by the federations. The athlete in the framework of the sports competition is not obligated not to harm others, nor is he obligated to prevent the game tool from harming other competing players, but he is only obligated to respect the rules of the game, and to use the thing or animal in accordance with the special rules regulating the sport. Each according to the type of game (Jabr, 1993) There are two types of sports accidents : accidents that occur from the action of the person to the player and articles (256) of the Jordanian Civil Law and Article (163) of the Egyptian Civil Law apply to them, and the second type of sports accidents that occur by the tool or the animal used sports game which we apply the materials (291.289) of the Jordanian civil Code, and materials (176, 178) of the Egyptian civil law , and highlights the importance here in the distinction between the rules of mace The applied one is the person of the injured, so the contestant who hits a group of the audience because of his deviation from the path, and the hunter who hits one of the passersby, they are subject to the presumed liability that is subject to the general rules for damage in the Jordanian civil law and requires compensation for the resulting damages, unlike if the injured Participating in the game with the person who caused the damage, he shall be subject to the rules of the game, which prohibit his civil responsibility for actions resulting from his correct and honest practice, and his application of all the controls stipulated in the special rules of the game (Al- Balshi, 1994 ) , if the injured is not the players but he accepts the risks And he knew about it and freely accepted a certain act, for it is not permissible to return to his will, and claim to dispose of the results that he initially accepted, so it is unfair to grant compensation to a person claiming harm as a result of acts he desires, such as: people who participate in circus acts, and thus An individual who exposes himself to danger does not have the right to compensation if a specific harm occurs , and the idea of accepting sports risks is one of the reasons for exemption from liability, especially in sports matters. Some risks expose himself, willingly, and with full knowledge of serious risks implicitly before them, and the general theory of consent recognizes the implicit will the same effect as the explicit will, and the implicit will has its legal effect. The sporting activity that includes the accident risks higher than that committed by the ordinary person, such as speed amateurs in car racing, and dangerous games such as combat games, such as boxing, wrestling and karate (Al-

Balshi, 1994). It should be noted here that the relationship between the organizers of sports activities and the players is a contractual relationship. Jurisprudence considered that an obligation falls on the organizer to ensure the safety of the players, such as: the owner of the swimming pool, the physical education coach, and the team coach (Zaki, 1983).

## **2. The legal nature of the idea of accepting mathematical risks**

To determine the legal nature of the idea of accepting sports risks, the extent of its relationship to errors must be clarified. Either we apply the provisions of tort liability in sports accidents, if conditions are available for their application, or we apply contractual liability according to what has been specified in the contract or because the player did not abide by the rules and regulations of the game, and sports games. Sports games are organized according to the rules, regulations and instructions that the players adhere to during their practice of this game, or if they are unorganized games that do not follow the regulations and instructions, and the question that arises here in the event that the player accepts the risks of the game, whether the game is organized or not, what is the nature of the responsibility that it falls to him, is it a contractual liability or a default.

- **The idea of accepting sports risks in the field of tort**

The provisions of tort liability for sports accidents shall apply if two conditions are met: 1. Damage as a result of the player's personal action, such as hitting or punching him. 2. The absence of a contractual bond between the players. The criterion on which responsibility is determined is an objective criterion, that is, failure to adhere to the rules of the game and the occurrence of damage during the practice of the game (Al-Balshi, 1994), and accordingly, the judge searches upon the occurrence of the damage whether the player has respected the rules of play while practicing the sporting activity, which takes place. By respecting certain rules stipulated in most sports, and bylaws that aim to regulate sports to reduce accidents, and there are legal rules related to the set of rules that regulate the game in terms of form, such as: team composition, competition time, and sports penalty for violating these rules. There are also legal rules governing how to play the game, by specifying prohibited actions, permissible actions, and failure to observe these rules leads to civil liability (Al-Shafei, 2013). If the player respects these rules, his civil responsibility is not held up, so the goalkeeper is in the football match. If he threw himself to catch the ball and injured one of the opposing players, he was ruled irresponsible in this case, or he hit his teammate's leg instead of hitting the ball (Zaki, 1983), and the player who respects the rules of the game, and then happened to him during the exercise of the sporting activity, is exempt from liability. In the event that these rules are violated, his responsibility for the damage he caused to others shall be held (Al-Shafei, 2013). Therefore, the player must practice sports activity without roughness or cruelty with the intention not to harm the opposing player, so he must adhere to fair play or what is called in the sports field the spirit Sports, which is one of the basic foundations for practicing sport (Badawi, 2001). The idea of accepting sports risks in the field of tort liability for

personal action was introduced with the aim of: (Kamel, 1993) 1. Justifying the responsibility of the injured in proving the error in the sporting game, that is, accepting it as a reason for exemption from liability. 2. Justifying the legality of violent sports. Some jurisprudence considered that unlawful action is a breach of the obligation imposed by law on persons not to harm others (Al- Dhunun, 2006), and the obligation here is a specific, specific or general duty imposed by law on everyone not to harm others (Al-Aboudi, 2000). We find that the Jordanian Civil Law stipulated in Article (274) that "... everything really came harmful to self - kill, or injure, or harm required compensation caused by damage to the victim or his heirs legitimate, or those who had dependents, and deprived of it because of the harmful act", Acts of violence that occur during the practice of sport are, in fact, crimes if the legislator had not permitted their practice. The Jordanian legislator stipulated in Article (59) of the Jordanian Penal Code No. (16) of (1960) that "the act committed in exercising the right without abuse in Its use is not considered a crime , " and accordingly , the acts of violence that are used during the practice of sporting activity are basically acts of crimes punishable by the Penal Code, as this hitting, punching, and violence in general in sports may lead to injury to the player, and may cause him permanent disability Down to death ( Al-Rashed , 2007 ) , and from here we find that the player is Responsible for the injury suffered by the opposing player had it not been for the legislator's permission for this kind of violence and beatings such as: boxing, wrestling, karate and other dangerous games, but this permission from the legislator is restricted in observing the rules of the game, and the penal code has permitted acts of violence that occur during Practicing sports activity provided that the rules of the game have been observed ( Al-Rashed , 2007 ).

- **The idea of accepting mathematical risks in the field of contractual liability**

Determining the nature of contractual liability resulting from the practice of various sports activities requires determining the contractual obligations that breach of contractual liability leads to. Determining the scope of contractual liability is determined according to what was mentioned in the contract that defines the obligations arising from it, and the parties to the contract are the ones who determine the obligations arising from them. The contracting parties have the right to add or expand the content of the contract concluded between them (Zaki, 1983), and in order for the contract to have legal effect, it is sufficient for the expression of the will to be implicit when determining the content of the contract. Therefore, it must be investigated whether there is an implicit contract between the injured player and the person responsible for the injury, by following the general rules in interpreting the contracts. To reveal the obligations that the joint implicit will of the two parties tended to terminate, according to the nature of the transaction and the trustworthiness and trust that should be available between them in accordance with the current custom in the transactions, provided that the principle in the contract is the consent of the contracting parties, and the obligations agreed upon by both sides ( Khader , 2010 ) , That the injury that occurs to the athlete while practicing sports is asked by a person who injured the injury on the basis of contractual responsibility, and that the contract arranges responsibility is an implicit contract that represents the agreement of implicit

wills to practice sports, and the presumed and mutual implicit consent between the players requires commitment to apply the rules of the game and observance. The minute is for it (Al- Balshi, 1994 ) , and this means that the athletes practicing these games are bound between them by an implicit and indefinite contract, one of its clauses is the application of the rules of the game that they practice with accuracy and honesty ( Jabr , 199 3 ) , and all sports assume an exchange of the wills of the athletes that results. His implicit agreement is the desire to play the game, the source of which is respect for the rules of the game that they play (Al- Balshi, 1994 ) , and the idea of accepting risks in sports does not exist. In all sports; As there are types of sports that are not dangerous, such as golf, but it may happen that the player practicing them may direct the ball to his teammates in an unskilled manner, and cause serious injuries, and although the player causing the damage was observant of all the rules of the game and far from every mistake, it is The player who caused the damage is not liable; Because the affected accepts the risks implicitly, so every player freely accepts to surrender to sporting practices, and accepts the risks that may occur to him by basically accepting to play this game (Al- Balshi, 1994 ) , and also we find that in car racing where there is no maximum speed, and every contestant must That he do his best to overcome the rest of the opponents, and that he implicitly accepted the danger that may occur due to this dangerous sporting game, and then the injured from car collision cannot claim compensation for the damages he has suffered, despite his strict adherence to the general rules of traffic and the regulations governing the game ( Khader , 2010 ) , and from the foregoing, we find that the idea of accepting risks has an effect in cases where the injured and the offender participate in a single sporting competition, with an implicit agreement between them to bear some of the risks that may be incurred by them jointly , except that in sports The individuality in which the player is independent in playing the game from the other player and there is no friction and there is no effect of the idea of accepting sports risks in this case (Al- Balshi, 1994 ) , and individual sports here, such as skiing. The injured player here is no other player to claim compensation; Because he did not have contact with any other player according to the legal rules ( Khidr , 2010 ) , I see that the idea of accepting risks in dangerous sports if this game is organized according to laws and instructions and harm occurs to one of the players, then the player who caused the damage does not bear any responsibility, or if the game is Dangerous sports is not organized according to laws or instructions, so the liability falls on the player who caused damage according to the rules of public responsibility.

### **3. Conditions for applying the idea of accepting mathematical risks**

The idea of accepting risks is flexible when applied in the field of sports liability, and courts do not take them into account in all cases or occasions; The judge makes great efforts to search for the necessary elements to base the judgment on; Because accepting risks is an implicit agreement of non-liability, and most judges believe that it constitutes a legal act that requires a theory of legal behavior in general (Khidr, 2010). Therefore, the idea of accepting mathematical risks must meet several conditions for its application as a legal act.



- **Personal conditions**

These conditions relate to the one who gives consent. So, it is called the personal conditions, and these conditions are:

1) **Be aware of the actual danger:** Knowledge of actual risk is one of the most basic conditions for applying the idea of accepting sports risks as an implicit agreement of non-liability (Jabr, 1993). It is natural not to assume that the victim will accept the risks related to the sport unless he proves that he was aware of it and accepted playing this game. , as it is supposed to accept the injured risks when doing sports that involve a normal risk, every person practicing football knows the risks that may occur , such as falling and collisions between players, or foot blows from the opponent, as well as the practice of horse racing he knows that he may fall from the horse, rider The car knows that accidents may result in permanent disability or death, and for players in combat games such as boxing, karate and other dangerous games; These dangers are known to all, and the victim who practices these sports is fully aware of them, and in the event that he claims that he does not know them, he must prove that ( Jabr , 1993 ).

2) **integrity of satisfaction (freedom of consent):** In order for the acceptance of risks to have a legal effect, it must come from a sound will, because the injured cannot be considered susceptible to the risks of the game he is practicing, unless he proves that he was not forced to do so (Al- Balshi, 1994).

3) **Eligibility for the injured:** Given that accepting risks is a legal action issued by the injured, it must come from a person with full capacity, so that this acceptance has the productive legal effect, and the age of majority is required, and that he has mental powers, and the age of majority in Jordanian civil law is 18 years.

- **objective conditions**

The objective conditions are important for the application of the idea of accepting sports risks, and they are no less important than the personal conditions, and we can call them the practical conditions that must be met in order for the idea of accepting sports risks to have a legal effect, namely:

1) **That the risk results from and is related to the actual participation in sporting activity** (Al- Balshi, 1994): The application of the idea of sports risks is in the face of a person who voluntarily placed himself in practicing a sport as a player or competitor, as the assumption of accepting sports risks against the injured player if the realized risk is related to his exercise of the sporting activity. The player's satisfaction with sports risks is limited to the risks related to practicing the game and associated with Without other risks (Khidr, 2010).

2) **That the risk is of a certain degree of seriousness:** If the danger is related to the practice sport, the idea of accepting sports risks has no effect unless the risk is of a certain degree of severity (Jabr, 1993), and the injured player does not accept the risk arising from severe violence nor the simple trivial risk, and there are sports that require the use of violence such as games Combat, and the officer has the rules governing the game that limits the excessive use of excessive violence, which in turn leads to injuries.

3) **The risk is natural and legitimate:** The risk must be natural on the one hand and legitimate on the other hand, so that it must result from the correct and honest practice

of the rules of the game (Al- Balshi, 1994), and accordingly the player only accepts risks that are realized without committing any error, and refuses to assume upon himself the risks that arise. Of non-observance of the rules governing the playing of the game, meaning that the player accepts normal risks; Because it is necessary for the practice of sports activity and is closely related to it without the other risks resulting from committing a specific mistake by the cause of the damage , and participating in the game means definitely his satisfaction with taking the risks that may occur, but he does not want to expose himself and his body to danger mediated by his opponents and competitors, he is practicing the game It is certain that the rules of the game will be respected and applied by his competitors (Al- Balshi, 1994 ) , and accepting sports risks has no place in the activities prohibited by the public authorities for contravening public order and public morals, assuming the injured does not lead to the legality of the prohibited actions.

- **The legal effect of a player's acceptance of risks in dangerous sports on his right to compensation**

Accepting sports risks is a mistake on the part of the injured, but it takes two forms: (Al- Balshi, 1994) it is wrongfulness; As the practice of sport is not permitted to be practiced by the public authorities. It is a lack of caution. In the two pictures, the injured person exposes himself to danger with full knowledge of the dangers that threaten him, and that may cause harm to him. The person who plays a game that is not authorized by the public authorities will have committed the mistake of wrongfulness, and the player who plays a game while he is physically inappropriate, such as: boxing, or a car racer who participates in a dangerous competition, these people have made the mistake of being prudent , In the previous cases, the subject of acceptance of the risks is the expected harm, not the potential harm, and therefore the injured person who exposes himself and voluntarily to an act that may lead to his injury is not entitled to any compensation for the damages that he suffers, and his behavior is wrong and subject to punishment (Al- Balshi, 1994 ) , if Acceptance of sports risks is an implicit agreement of non-liability, but we find here it is fair that the acceptance of sports risks should not arrange an exemption from liability for errors committed by the mediation of the defendant, just as the acceptance of erroneous risks, whether unlawful or lack of precaution, has the same reason in Non-exemption from liability , and accordingly, the responsibility must be divided between the injured and the one who caused the harm. In mathematical matters, acceptance of risks often results in a mistake on the part of the injured, and therefore there is a division of responsibility between the injured and the one who caused the damage (Gabr, 1993).

### **1. The magnitude of the error responsible for the sports injury**

The player's acceptance of sporting risks - and if it is considered a mistake on his part - does not remove the description of the mistake from the one who caused the damage, for when it is proven that the opposing player is wrong, his civil responsibility is fulfilled, and accepting the risks here does not affect the responsibility of the

perpetrator, but rather its extent. A person who is careful does not do harm to others even if the affected person accepts that in advance ( Jabr , 1993 ) , and the grave mistake here is an unintentional mistake that is a severe breach of an obligation or duty, such that it prevents the fulfillment of the goal for which the imposition of that obligation or duty (Al- Dhanun 2006 ) , so the player's participation in dangerous sports such as boxing and wrestling exposes him to unusual risks, even if it constitutes a mistake on the part of the injured, but it does not remove the description of the error from the one who caused the damage that resulted from playing the game , and from here we find that in order to achieve the responsibility and demand of the athlete By compensation, we must differentiate between whether the athlete practiced the game within the rules and the principles of playing this game, or he intentionally injured the opponent, or he made rough and violent movements and did not abide by the rules of caution in his practice of the game , the player who practiced the game within the rules and principles of team games And the other player was injured, here the error is excluded from him, as a bad shot in a soccer game, for example, does not constitute a mistake in itself. Because sports in general contain risks inherent in practicing them, and the players accept these risks, but that they are within the written and customary regulations in sports competitions, and if damage occurs, it is not permissible to claim compensation for the resulting damage (Jabr, 1993), but in the second case if it is the cause of the damage is the opponent's failure to abide by the rules and principles of playing the game. Here, the injured person claims compensation from the opposing player, even if he is not awarded a full compensation. Because accepting the injured in mathematical risks has a legal effect and constitutes a mistake on his part, in compliance with the rules of common error (Jafar, 2003).

## **2. Special considerations for an injured player in estimating compensation**

There are considerations associated with an injured player that can either increase or decrease the amount of compensation:

- **considerations that increase the amount of compensation**

1. **Professional athlete:** A player is considered a professional if he practices sports regularly and continuously, and sport is his source of livelihood, and his injury disrupts his work, and therefore his income depends on the lack of practice of his activity that requires achieving the best results, and the reflection of this on his low income, and here the amount of compensation for the professional player must be expanded (Al-Ahmad, 2005).

2. **The financial condition of the aggrieved player:** The player's professionalism in return for practicing sports gets large financial advantages such as high income, health insurance, and housing allowance, which are advantages for him, and if he stops practicing sports because of his injury, the income decreases until it ends according to the degree of injury, and therefore it is necessary to take into account the financial situation For the injured player and his privileges when assessing the compensation due to him due to his injury ( Al-Ahmad, 2005 ) .

- **considerations that reduce the amount of compensation**

**1. The player's acceptance of sports risks:** The injured athlete's satisfaction with the damage he suffered and his acceptance to participate in the game despite the risks that accompany it necessitates reducing the amount of compensation, and this is what was stipulated in the Jordanian Civil Code in Article (264) and it states: "The court may reduce the amount of the guarantee, or not rule with a guarantee. Whether the aggrieved person participated in, by his act, the harm, or increased it "; There are sports that are associated with danger, such as boxing and wrestling; Because it assumes the use of violence on the opponent's body, and therefore the player bears a large part of the damage he has suffered, because the theory of accepting sports risks has a prominent role in determining civil liability for those who caused their mistake in causing sports injury (Al- Balshi, 1994).

**2. The involvement of the injured player's fault in causing the damage:** If the fault of the injured person was one of the reasons that led to the occurrence of the damage in addition to the fault of the responsible, then we are here in front of a common mistake, and therefore the injured player deserves part of the compensation in the proportion of the fault of both the injured and the cause of the damage ( Khader , 2010 ) , and this is what the Jordanian civil legislator emphasized in the article (264) The aforementioned and Article (216) of the Egyptian Civil Code, if the player commits a mistake besides the fault of the person responsible for the damage and this error causes the damage to the injured player, the court may reduce the amount of compensation or not rule it at all, as if the injured player He did not observe the rules of the game, and caused his failure to observe the rules and principles of the game by causing harm to him. There is no responsibility on others for this damage, but rather he bears it alone.

## Results

1. The Jordanian legislator did not explicitly stipulate the consent of the injured in harm in any of its articles.
2. The victim's acceptance of the expected risks affects his right to compensation, unlike unexpected risks that may diminish his right to compensation.
3. The idea of accepting mathematical risks has two forms. It is either an implicit agreement of non-liability, or it constitutes an error on the part of the injured.
4. The opposing player must abide by the rules and principles of the game in order to pay with no liability.

## Conclusions

1. We ask the Jordanian civil legislator to explicitly state the consent of the injured with harm in a new article of the civil law.
2. When assessing compensation for the injured, we call for a distinction between the fact that the injured has accepted the expected risks or the unexpected risks, as the expected risks may diminish his right to compensation.

3. The player's acceptance of dangerous sports is a mistake on the part of the injured. Therefore, when assessing the compensation, we call for it to be regulated for each case alone and according to its special circumstances.

4. We call for the creation of a special text that regulates civil liability for sports injuries and a compensation mechanism for them.

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