

CIVIL LIABILITY CAUSED BY THE OUTBREAK OF CORONA VIRUS IN SPORTS LAW

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Abstract: *The outbreak of the corona virus is a global crisis, and it is no exaggeration to say that it was one of the strangest events in human life. The corona was the only event that affected most countries and spread widespread fear in the world beyond the fear of terrorism and the economic collapse of governments, the fear that affects different aspects of citizens' life in different countries. The virus was first reported in Wuhan, China in December 2019, and its domain gradually spread throughout the world. Among the effects of this epidemic are the hardening, sterilization and refusal of contractual obligations and various liabilities in the performance of various industries. Sport is also one of the active industries facing sudden changes in the corona pandemic these days because sporting events are not only a major reason for convention of large groups, but also many of these events have commercial and cultural value. Since sports contracts are a special form of contracts, and nevertheless the principle that the parties must always adhere to the provisions of the contract, special conditions are predicted for the removal or reduction or modification of the contractual liabilities of the parties in the contract, which can be referred to the conditions of force majeure and the description of Cairo force citing Articles 227 and 229 of Iranian Civil Code, and Covid 19 should not be considered as force majeure except in the cases mentioned. It is necessary for sports organizations to solve problems in contracts not only to compensate material damages but also spiritual, social, psychological damages of athletes and the world of sports focusing on these special conditions in order to create a justifiable excuse for non-performance of the obligation.*

Keywords: *civil liability, justified excuses for non-performance of obligations, Cairo force, force majeure*

Introduction

Today, the world is facing different conditions with the sudden presence of the Corona virus. Changes in the world are progressing very fast. These changes

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caused confusion and fear in society, and industries are trying to adapt to the current conditions and return to normal living conditions. The spread of this virus has changed the main and known form of activities by making changes in economic, social,

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Sport is an important part of people's life today, and the sports industry as an active and influential industry is facing with different conditions by the outbreak of the Corona virus. Many sport tournaments around the world have been stopped, and crises have been created for the industry and even for industries such as tourism and advertising by the closure of sports venues. The cancellation of the tournaments has reduced billion dollars in revenue for football clubs, including television, commercial and day revenues of tournaments due to league closure. Some clubs have been even exposed at risk of bankruptcy and stock collapse, and their financial future has been jeopardized. In the current conditions, sports management in the world has become a basic need, because sports maintains the mental health of individuals and society in addition to raising the body's immunity to fight the corona virus. So it is one of the important factors that are necessary for governments to manage properly. Fundamental changes should be governed to the terms and conditions of the contracts, and contracts should be modified. Modifying players' salaries and agreeing reduction of contracts is a good way to reduce future liabilities in these force majeure conditions.¹

Based on studies conducted in the field of sports and corona, Csato's (2020) findings showed that the sports community has been faced with an irreparable crisis by stopping activities, exercises and sports competitions. According to the rankings and quotas provided, resumption of work takes place with unfair conditions. Therefore, he has proposed policies as an alternative to the acquired quotas. He states that the quotas must be re-acquired in order for the games to be implemented fairly after the end of the restrictions, and new strategies and regulations must be developed to deal with these conditions.

Parnel et al. (2020) in their study entitled "Corona and Sports" examined the effects of Corona on sports and sports competitions. They stated that managers are not currently ready to face such a crisis. The results of this study showed that Corona caused fundamental changes in the overall performance of sports organizations.

Risk assessment has also been proposed as one of the most important factors, and by risk assessment and proper management, it is possible to perform better for facing with similar crises.

Timpka (2020) in his study entitled "Sports and Corona, the key issues in

1. Yousefi Sadeghloo, Rajabi, 2021, 89

getting out of the crisis" stated that many countries have taken actions against the crisis occurred for the sports community. For example, the Government of the Kingdom of Sweden has provided loans to affected areas to support damaged sports venues. NGOs have also helped these sections voluntarily.

Brett et al. (2020) in their study entitled "Corona and Recommendations for Professional Athletes" concluded that the current focus on preventing the spread of the virus is only common through maintaining social distance and other health measures. For this purpose, in order to coordinate with the current conditions, sports activities should be taken place by considering presented health protocols and it is better to use innovation in sports activities.

Hammami et al. (2020) stated in their research that Corona has changed the general form of sports and home is the main environment for sports activities by the formation of home quarantine which is one of the effects of Corona and he has selected the slogan of "staying active at home" for his study. Corona has faced the sports community with a financial crisis including several months of unemployment of coaches, managers and staff in the sub-sectors of sports venues and competitions, and compensation for this huge financial loss is another corona pandemic problem. All these concerns and problems caused different effects and liabilities that we examine in this study.

1. Examining the Cairo force as a justifiable and effective excuse in fulfilling obligations Examining the legal implications of the outbreak of coronavirus and resorting to the Cairo force in the accident conditions requires a comprehensive mindset about the conceivable effects from outbreak of corona on contractual obligations.

Undoubtedly, what can be deduced from Articles 227 and 229 of the Iranian Civil Code is that an accident is described as force majeure, which, first, occurs outside the will of the obligee. Second: it is unpredictable and it is not possible to measure and predict it in a conventional way for the obligee based on typical and objective criteria. Third: It is inevitable. Pursuant to Articles 1147 and 1148 of the French Civil Code, force majeure is recognized as the basis for non-fulfillment of contractual obligations, provided that it has the above three components.

Force majeure with the above conditions results in the termination of the obligation and the dissolution of the contract or the suspension of the contract. In cases where force majeure leads to the impossibility of fulfilling the contractual obligations on a "permanent" basis, it will lead to the dissolution of the contract and the collapse of the obligation.²

Principal of International Commercial Contracts (UNIDROIT) under Article 7 concerning force majeure states: "The non-performance of obligation by a party of the contract is excused if the party proves that the non-performance

2. Safaei, Hossein, 1985, pp. 128-130

of obligation was due to an obstacle beyond his control and it was not normally expected to be considered the obstacle or its consequences to be avoided or its consequences to be overcome at the time of signing contract."

The effect of force majeure, in addition to remove the contractual liability and compensating the resulting damage, as the case, is the dissolution of the contract or the suspension of the contract. Explaining that if the force majeure is permanent, or temporary, and the contract expires during the force majeure period, the force majeure will terminate the contract; But if it is temporary and after the termination of its period, the contract has not yet expired, the contract will be revived³

Contractual obligations have different divisions in different credits after concluding the contract and establishing the obligation on the obligation or obligee. If we are to divide the obligations into credibility ("capability of performance"), we will face two categories of obligations; Liabilities that still can be performed and liabilities that have lost their capability of performance.¹

1. It means the obligations that are not enforceable, the obligations that were initially enforceable and after a while become unenforceable. The contractual obligation, which is absolutely unenforceable from the beginning, will be null and void and it is out of the subject of discussion.⁴

Accordingly, the prevalence of the corona caused the performance of some of the obligations to be impossible that are considered in the Iranian legal literature as the "Cairo force", as well as others still can be performed; Each of which is subject to different and specific rules.

When a sporting event is canceled as a result of the actions of a government or legislature to prevent the spread of Covid-19, or when a team or player refuses to participate in a match for fear of a disease, or when a match must be behind closed doors, but what happened if the spectators have already bought their tickets?

Codified legal systems usually recognize the exemption of the parties from the performance of contractual obligations only when it has become impossible to perform the obligation. For example, Paragraph 1 in Article 119 of the Swiss Code of Obligations states: "An obligation shall be null and void if it is impossible to perform it due to non-attributable circumstances to the obligor."

A contract or set of rules for a sports organization can specify exactly what events are considered force majeure or delegate the task of determining whether an event is force majeure or not. For example:

In CAS2015/ 392 1, the Court of Arbitration for Sport ruled that the Royal Moroccan Football Federation (FRMF) had no right to postpone the African Cup Nations 2015 due to concerns over the Ebola virus. CAS detected that Ebola was

3. Rimke, Joern, 2000: 219

4. Adl (Adl al-Saltanah),: 2010. 31389 / (for detailed discussions, see: Katozian, later 126)

not a force majeure affair, as it did not make it completely impossible to hold competitions, but only made it difficult. Due to the very specific nature of the virus, caution should be considered in this regard. The decision was made on evidence that Ebola was transmitted by direct contact with organic fluids at the time, and there was no evidence that it could be transmitted by air or physical contact. The International Court of Arbitration for Sport (CAS) also agreed with the Royal Moroccan Football Federation's legitimate concerns about Ebola, although it did not agree to force majeure, but allowed the federation to reconsider its severe financial penalties and other bans on the Confederation of African Football. Article 83 of the UEFA Champions League Regulations 20/2019, "Unforeseen Conditions" states:

Fédération Royale Marocaine de Football v. Confédération Africaine de Football, Award of 17 November 2015 and see Bône N. (2017) CAS 2015/A/3920 Fédération Royale Marocaine de Football v. Confédération Africaine de Football, Award of 17 November 2015. In: Duval A., Rigozzi A. (eds) Yearbook of International Sports Arbitration 2016. Yearbook of International Sports Arbitration. T.M.C. Asser Press, The Hague

"Any subject not proposed in this regulation, such as cases of force majeure, shall be decided by the UEFA Emergency Panel and, if this is not possible due to time constraints, it shall be assigned by the UEFA head or in his absence by the UEFA Secretary General." "They are definite."

Many sports clubs in the world have force majeure clauses in terms of ticket sales and reception conditions. But the drafts of these clauses differ considerably.

In many of them, it is simply referred to as "force majeure events" without defining what those events are, and this may be possible in civil law jurisdiction, but there is a risk in judicial procedure because the phrase has no public meaning but what the parties have specified.

"Epidemic" has been referred in some of them that could be applied for Covid-19, but in others, it is not mentioned. For example, under the English Clubs Act in paragraph 5 of the Listers Tigers Seasonal Catering Terms and Conditions, liability for failure to fulfill obligations due to force majeure events including "strikes, plant closures, industrial disputes, riots, wars, riots, fires, explosions, storms, power outages, rules and requirements of government or local authorities or rugby, lack of alcohol licenses, and problems with venues are exempted; But there is no mention of epidemics, and there are government and legislative requirements. If the government or the head of the Premiership Rugby orders a match to be canceled or held behind closed doors, then it seems to be exactly within the definition. However, if the club voluntarily agrees that the match must be canceled, then it is not included in the definition.

Lawyers tried to justify the current problems of domestic and international contracts with the rule of "force majeure". At the beginning of the coronavirus

epidemic, force majeure seemed logical, but as the crisis dragged on, the rule seemed to diminish, especially in the area of sports.

The question now is, can it be expected from clubs to fully meet their financial obligations to players and technical staff, even though they have lost a large portion of their revenue?

It is natural that if the answer is yes, we will face bankrupt clubs, which actually the opposing parties in the coming years will be damaged. Ultimately it is a professional sport that will suffer from this issue. In the current situation, there are several solutions to face this crisis, which we will discuss below:

1. Legislation:

It may be claimed with a little leniency that the present situation is unprecedented in the history of law. Of course, not because the reason that such a situation has never happened, but firstly, because of the number of contracts in force in the current critical situation, and secondly because of the involvement of various branches of law science with the current situation, including law of sports and football rights.

The development of most of the current laws in these areas is a product of the conditions after the Second World War and the industrialization of sports, and naturally the current laws do not meet the current conditions. It seems that two methods are conceivable in the field of legislation of football contracts.

The first is the total or partial suspension of some of the current rules, such as repeated Articles 12 and 14 of the transfer rules, and the status of FIFA players, Articles that players and coaches could unilaterally terminate their contracts due to sport justifiable reason for not receiving their claims. Of course, it should be noted that according to Article 1 of the FIFA Player Transfer Rules and Regulations, Article 12 is a mandatory article to be included in all member federation transfer rules and regulations, and its suspension through FIFA will lead effectively to suspend this Article in all member federations. But Article 14, which is one of FIFA's new innovations, must also be included.

Of course, this issue contradicts some human rights rules, including the right to choose a job and place of employment, or even the laws of Switzerland as the country of location of FIFA⁵, but this contradiction can be justified in this way. This suspension includes only the financial part of these articles and excludes other justified terminations in Article 12 from the scope of this suspension. However, this suspension is a necessity of the current period in the field of football law. It is questionable why FIFA has not paid such attention to this issue so far. In this situation, the role of European clubs is more important. Unfortunately, it cannot be expected from other clubs much due to the lack of effective unions among the clubs of other confederations.

5. for example, Article 337 of the Swiss Code of Obligation

The second solution in the field of legislation is to enact positive laws. One of these could be rules for paying players and coaches according to the time spent in the leagues. This seems to be the fairest method. However, any agreement between the parties contrary to this law must also be recognized.

In any case, if the current conditions continue, a large part of these types of contracts will expire during the suspension of the games, and this can be costly for the clubs. Adding or not adding suspending period to current contracts, especially long-term contracts, is very important. It cannot be denied that the clubs have sometimes paid a lot of money to buy or transfer players, and the legislator must state his position in these cases in order to avoid further legal challenges.

2. Mediation mechanism:

Although, as mentioned above, the suspension of some laws should be pursued immediately, it seems unreasonable to expect to enact positive laws first. However, we are still in a state of ambiguity about the future. But the present time is the best time to encourage dialogue and find a mutually beneficial way. FIFA and its affiliated federations can take a head in conducting these talks to form a dialogue-based solution.

Among the existing institutions, the role of the FIFA Status Committee seems important, because due to the membership of representatives of clubs, federations and players in this committee, it is possible to offer practical proposals to the parties more than any other institution. It should be noted that the opinions of this committee can be used as a consultative pillar of the FIFA Executive Council in legislation. Of course, the use of less-known ICAS mediation structures can also be very helpful in this regard.⁶

3. The principle of fairness:

The principle of fairness, or what the Statute of the International Court of Justice⁷ refers to as the principle of "Ex aequo et bono", 1 means that where there is no law or judicial procedure, courts must dispute according to this principle of the chapter 2. Examining the legal aspects of liability for the transfer and spread of corona disease in society Corona disease caused new topics in the world, each of which is unique and thought-provoking in its field, and it is involved in discussing medical, security, economic, social, cultural, and military issues at the domestic and international levels. Although, the prevalence of the disease is due to a virus and almost a unit treatment, its legal dimensions are so wide that a legal solution is not conceivable for it. This disorder occurs for the first time in

6. ICAS is also part of the CAS structure. Both statutes are the same. But unlike CAS, which uses arbitration, ICAS is based on mediation between the parties

7. Article 38

the history of sports after World War II. This is the first time that players have no sporting event to play and spectators to watch.

1. There are differences regarding the compatibility of the "principle of fairness" and the "principle of *Ex aequo et bono*" and how it is used in arbitration or judgment.

In the legal discussions of "liability" in the field of medicine and economics, it can be said that the medical or economic consequences of this issue should be borne by the government or individuals? In a situation where the disease leads to the death of individuals, is it considered criminal liability or just a legal liability? Can consider the investigation and punishment or compensation caused by it for the civil liability? Or does the outbreak of the disease make the government reliable due to the lack of preventive laws or timely warnings? Basically, in today's world and in the legal literature, the position and importance of Corona in the field of criminal law, as well as how to impose criminal liability on someone who unintentionally or intentionally transmits the virus to healthy people, has become more important. Opponents of criminalization argue that in practice, reducing the corona transfer is useless to criminalization. The most important reason given by the opponents is in terms of proving the reasons. The plaintiff must point to two important issues: first, to prove that the accused mediated the corona transfer, and second, the accused has knowingly done so.⁸

Proponents of criminalization believe that one who knows corona transmission is a crime and it has punishment will be cautious and he doesn't spread the disease. Fear of punishment, though not in general, will not be ineffective in reducing it, at least.⁹ Now in some countries, competitions have returned to normal. The question is whether if a spectator is infected with the corona virus, by the rule of action in jurisprudence that the spectator himself is conscious about the risk of virus and therefore there is no liability for the organizer, or the organizer is liable for receiving the ticket price and he is responsible for any incident, which seems to be the absolute liability of this event is in the responsibility of organizer and the government and the anti-Corona headquarters that have authorized the competition to be held in the presence of spectators, and criminal liability can be considered in some way.

In everyday relationships, social cohesion reflects a situation in which people are interdependent through cultural and social commitments. For example, when we see acquaintances, we shake hands. Attending parties, entering the house, attending meetings, working in sports venues and arenas are also examples of behavioral patterns that indicate social cohesion. According to the crisis of co-

8. Ehsanipour, 2008, 53

9. Abbasi et al., 2008, 39

rona disease, mental health professionals can guide it to overcome this crisis by replacing appropriate behavioral patterns.¹⁰

In employment relationships, employers who have not considered HSE regulations in the workplace or agents who have not stated their illness for fear of dismissal, unemployment and deprivation, causing it to spread to others and economic losses such as disability of a unit, how do they respond to its consequences, and can the non-performance of obligations be justified by the Cairo force or the state of force majeure? Of course, it should be noted that compensation for damages cannot be canceled by justifying force majeure. Relationships that are established on a field or sports field between different athletes create different responsibilities. If the actions of these athletes, which are the result of violating the rules and regulations, cause damage to another, it causes a kind of liability. If this violation of the rules is a crime, in addition to violating the rules, it will be prosecuted as a criminal act.¹¹ An athlete who does not use a mask intentionally or who comes to the club to train by knowing the symptoms of the disease and commits a harmful act, the causal relationship can be achieved. Also, regarding the inherent duties of the government, a fund will be set up to compensate for the closure of units, teleworking and lack of physical fitness due to the closure of clubs and the increase of injuries, the cost of illness and the provision of medical items and necessities to the above supports to be provided for all people. The UK Sports, for example, has set up the Community Emergency Fund, which targets local sports clubs, regional organizations and leagues. And the purpose of establishing this fund is to keep sports alive in the community after the risk of coronavirus.¹²

Currently, it is observed that different countries in different parts of the world, despite different medical, economic and cultural measures and infrastructures, like Iran, are in a crisis situation due to the outbreak of coronavirus, and humanity regardless of geographical borders and differences in governance and the different power in economic and medical infrastructure are facing with a global biological crisis that must be seriously managed. Legal liabilities for individuals and the solutions and arrangements in the relevant laws of the country should be examined and specified so that responsible persons, sufferers and other sections of society to be aware that they have legal responsibilities if they violate the orders of competent authorities. According to Rawls, we are committed because we live in society, and this is not needed for any other reason, such as the effect of our actions or the legally binding concept.¹

1. Tebbit, Mark. *Philosophy of Law: Introduction*, Rutledge, USA 2000, P.79

10. Makian et al., 2019

11. Yousefi Sadeghlou, 2019

12. Fitzgerald et al., 2020

According to Article 22 of the Iranian Constitution, "the dignity, life, property, rights, housing and occupation of individuals are inviolable except in cases prescribed by law." Article 40 of the Constitution also provides: "No one can use his right as a means of harming others or violating the public interests." After the outbreak of the coronavirus and in order to deal with the severity of the damage caused by it, it is necessary to take some managerial decisions and sometimes to create the necessary restrictions on the ordinary rights and freedoms of the people, such as compulsory quarantine. Obeying law for allowing the Iranian government to join the World Health Organization, approved on June 1, 1948, led to the join of Iran and the obligation to comply with scientific instructions. Law on Prevention of Sexually Transmitted Diseases and Infectious Diseases approved on June 1, 1931, considering that it has not been explicitly or implicitly copied in future laws and has not been replaced by any law with a similar subject, so it is enforceable and can be cited by competent authorities. Article 22 of the law states: "Persons who obstruct the implementation of health regulations or, due to negligence, cause the spread of one of the contagious diseases, shall be sentenced to disciplinary imprisonment and the payment of a fine." Article 12 of the same law also states: "Whenever the health service finds out about the existence of a person with a contagious disease, it can interrogate the appropriate means whether the patient is under treatment or not and, if necessary, warn that if the patient doesn't treat within the prescribed time limit, it force him to treat." Interestingly, the legislator is considered a legal obligation to the head of the family to supervise and treat the people under treatment, so that according to Article 6 of the law, the guardian of minor or incapable or insane persons is obliged to treat infectious diseases of the incapable person who is under his supervision, and if the guardian is negligent in providing treatment and the disease remains contagious, the guardian is sentenced to imprisonment and paying fine. According to this law, persons who commit violations, in addition to moral and honor responsibility, it also has legal liability, so that according to the text of Article 20 of the said law, they are entitled to legal punishment.

The question is whether, in addition to the liabilities in the Infectious Diseases Act, there are other liabilities for individuals? Accordingly, Article 295 of the Islamic Penal Code of Iran, in describing the liability arising from the omission of an act, or in other words, the liability resulting from a harmful act, states: "And if a person leaves an act that is in his responsibility by the law and commits a crime due to it, if he is able to do that act, the resulting crime will be documented to him and, depending on the case, it is intentional, quasi-intentional or pure error." In other words, persons with symptoms of the disease have criminal liability in addition to civil liability if they do not fully comply with the orders of the competent authorities and their violation causes to the disease to be transmitted to other persons.

According to the rules of jurisprudence and *ijtihad*, the rules of jurisprudence

(guarantee)¹, (causation)², (destruction)³, and (no-damage)⁴, in the case of violation of the orders of the health authorities, serious consequences are created, and if this work causes a dangerous disease leading to death, the perpetrator is entitled to the payment of blood money⁵ or medical expenses. Paragraphs B and C of Article 290 of the Islamic Penal Code also deal with the conditions of intentionality and Article 291 of the mentioned law deals with quasi-intentional cases of crime. Of course, it should be noted that not all crimes occurred intentionally. Sometimes the perpetrator commits an act in which he did not intentionally, but due to the presence of other elements, his action can be blamed. Recklessness is one of the most obvious elements that can lead to criminal liability. Therefore, in the absence of any criminal intent, if a person with knowledge knows about the existence of his symptoms and infection in public places and leads to death, this action is in accordance with the provisions of Article 291 of the Islamic Penal Code and he is obliged to compensate.

Because dealing with the coronavirus is not only a one-dimensional issue that can be achieved by an institution or an agency, but also it is a multifaceted issue that requires the full cooperation of the people, the government, the public sector and the private sector. In addition to the responsibility of individuals, governments in this critical situation are obliged to manage properly so that there is no damage to public order and these special conditions are compatible with legal definitions. The first purpose of civil liability is to compensate. In modern society, the loss of a person due to illness to any extent deprives him from goodness and therefore it needs compensation.¹³

1. Commitment and obligation to compensate and accept responsibility.

2. A current act or omission that indirectly leads to the destruction of another person's property.

3. Whenever someone loses another's property without his permission, he is a guarantor. 4. Anyone who harms another will be required to compensate.

5. According to Article 17 of the Islamic Penal Code: "Diyat, whether predestined or insignificant, is money that is prescribed by law in the Holy Shari'a for unintentional crime against the soul, limbs and interests, or intentional crime in cases where there is no retribution in any way."

Obviously, many of the losses resulting from the death of patients are not compensable with money, but the fact that the perpetrator or the government must make every effort to restore the status quo is the fairest system imaginable for liability and compensation. Illness may be perfectly normal, but the role of government action (act) or inaction (omission) in the spread of disease leads to government civil liability.

The first paragraph of Article 43 of the Iranian Constitution states: "Providing basic needs, housing, food, clothing, health, treatment, education and facilities

13. E1 Menyawi, Hassan, 2003, p6)

for forming a family for all". Article 29 of the mentioned law also stipulates: Enjoying social security in terms of retirement, unemployment, old age, disability, homelessness, disability, accidents and the need for health services and medical care in the form of insurance, etc. are universal rights. The government is obliged to provide the above services and financial support to individuals in the country from public revenues and revenues from public participations. Based on these principles, supporting the livelihood of the people, financing, medicine and vaccines is the main priority of the government. During the closure of economic and service activities, the government must take the necessary measures to pay salaries and financial support. Because governments that have failed to provide accurate information on the status of the coronavirus or on the proper management and standardization of its epidemic are even subject to international liability. For example, periods of inactivity, isolation from sports teams, distance from the sports community, less interaction with sports coaches, and lack of social support (e.g., fans, sports organizations, media, etc.) during the Covid-19 period cause emotional distress and disorders in athletes.¹⁴ Preliminary data on Spanish La Liga players show that the number of injuries suffered by footballers has increased compared to the time before the outbreak of Covid-19.¹⁵

Corona virus is a security threat and according to Article 176, the Supreme Financial Security Council in our country to "Secure National Interests" established a headquarters called ("National Anti-Corona Headquarters") to coordinate various activities related to the country's security measures. Therefore, the legal origin of the formation of the mentioned headquarters should be sought in Article 176 of the Constitution. As it can be seen, this principle prescribes necessary restrictions in emergency conditions. Emergency is a critical situation in which the country is somehow involved in problems that affect the normal lives of all citizens and guilds.

The government's obligation to announce the virus quickly and in a timely manner in the country is not only based on the statute laws, but also it has the support of jurisprudential rules. In this regard, we can talk about the rule of warning¹ and the opposite meaning of this rule is the civil and criminal liability of a person in the absence of informing. The liability of the government in this regard can also be explained based on the rule of pride. Accordingly, the government must immediately inform the outbreak of the disease in each area, otherwise the victims can refer to the cause according to the general rules of civil liability, including the rule of pride. The result of government's act omission, citing Articles 952 of the Civil Code and 295 of the Islamic Penal Code, will be liability. Some of the government's actions can be justified by citing rules such

14. Rardon et al., 2019

15. Moher et al., 2020

as the rule of bona fide 2 and law enforcement 3 and relieve them of liability, but there is no justification for some defects. The government as the main guardian of the life and financial security of the people should be responsive for damages and accept the responsibility in the case of causal relation.

If we encounter the outbreak of the disease and the impossibility of controlling it in the field of international law, the issue of criminal and legal liability of governments and government organizations is one of the serious issues that if an issue such as deliberate fabrication and spread of the virus is real, it can endanger international security. And issues such as sanctions and preventing the sale and shipment of medical and pharmaceutical equipment cause the issue of genocide to be pursued in international criminal authorities. And in the field of sports, the importance of the performance of the Ministry of Sports and Youth in timely vaccinations and approving the World Athletes Organization is reflected. As we have seen in the 2021 Olympics, the IOC emphasized that all athletes, technical staff and convoy supervisors should be vaccinated and protocols should be followed when entering the Olympic Games.

1. ((If the person against doing something, warns others of the danger that may cause them material or personal loss, and warns appropriately and the recipient of the warning exposes himself to danger by describing the information. The warner will be excused and will be exempt from civil and criminal liability under certain conditions.

2. In the legal sense, Ehsan means to do a good deed, and Mohsen is a person who takes expedient actions or serves him by removing financial or moral damage from a person or gaining a benefit for him, and if the action results in harm, he is not responsible.

3. An action that has a higher importance takes precedence.

Overall, one of the effects of the corona outbreak on contracts is the difficulty in performing obligations, which should be referred to as obtaining government support, such as the establishment of a hardship institution. Some contractual obligations in coronary terms have been accompanied with great difficulty in many cases without being waived. The impact of hardship on the performance of such contracts can be the right of renegotiation, the right of termination for the person for whom the performance is difficult, and the request for adjustment from the judge. Of course, it should be noted that as long as the contract is implemented by considering the corona, the contract must be continued and the request for termination or dissolution will not be accepted.¹⁶

16. Gide Loyrette Nouel, 2020: 2

Conclusion

What we all know is that currently, Covid-19 is like many global events, but it has potentially changed the way of implementing affairs in the world by wider effects across the globe. The behavior of people, government officials and experts in various fields will determine the method of problem solving and crisis management. As a result of the outbreak of coronavirus, doing sports activities in sports environments has endangered the health of clients and people in the community. Respecting the rules and restrictions imposed during the coronation period, avoiding violations of the rules governing the community, taking responsibility and taking health measures while providing services and training venues for athletes can break the chain of transmission of corona virus and facilitate the presence of community members in sports activities. Resorting to force majeure rules, contractual principles and foundations, compulsion to fulfill the same obligation or legal or contractual termination without economic balance and observance of principles of cost and economic benefit will not improve the situation of the parties. Therefore, invoking the Cairo force in cases of hardening of obligations is not explicitly legal, and as a suggestion, it can be said that although the corona is not the first risk, which requires examining the role of difficult obligations and resolving them, but the legislature can make not only unnecessary to resort Cairo force in such circumstances, but also, to moderate the unlimited citations to jurisprudential rules such as the lawless and harmless, which is itself the site of many disputes in the form of "legal regulation".

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