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## **Sporting events management best practices in Kuwait: from a legal perspective.**

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# Sporting events management best practices in Kuwait: from a legal perspective

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## Abstract

**Objectives:** This research highlights the civil liability duties of sporting event organisers, and the potential risks to them due to negligence, which may cause injuries or physical or financial damage at a hosted event. The research also examines how regulators can manage their legal obligations to mitigate potential legal risks, and recommends tools that can be used to avoid harm. **Method:** This research relied on the descriptive and analytical approach to the relevant local laws, compared with the laws in force in several countries that regulated the activity of organizing sporting events. **Results:** Currently, there is no stand-alone law in Kuwait aimed at regulating the sporting event. In addition, there are a few specific guidelines for regulators. Local and foreign organizers usually apply the standards issued by international bodies and organizations for this sport. However, in many cases, the organizer is not required to adhere to these rules, especially if the host country does not organize the event. The organizer must apply all safety precautions to ensure a safe event to reduce its liability for any injuries, damages or financial losses. **Conclusion:** It is recommended that the Kuwaiti legislator legislate a law in a precise way that specifies the obligations of all stakeholders in any sporting activity, to limit the damage that may occur due to the lack of such legislation. The laws and rules of sports

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are not sufficient to determine these obligations. Organizers are also advised to obtain event insurance to reduce potential risks. The organizer needs to find the right insurance company or broker to obtain the best insurance that covers all possible risks, ensure that the insurance covers all stakeholders involved, and understand the types of injuries and losses the insurance company covers, which is always a top priority.

**Keywords:** sporting events, limiting liability, event organisers, risk management

## 1. Introduction

Sporting events such as adventure sports (e.g. hiking, cross country running, skydiving), action sports, and other types of endurance races (e.g. triathlons, marathons, cycling races) and motorsports (e.g. Formula 1, rally racing, Grand Prix motorcycle racing [Moto GP], motorsports desert challenges), have become widespread in the Arabian Gulf countries (Kuwait, Qatar, Bahrain, the United Arab Emirates [UAE], Oman, and the Kingdom of Saudi Arabia [KSA]). Both local and foreign individuals spend time and money to visit and take part in these events, which may cause injuries to participants, employees, contractors, users, visitors, and spectators.

Several incidents have been reported resulted in damages at these kinds of sporting events. For example, at one event, 29 spectators lost their lives, either from flying car parts or racing cars. Another incident in which 70 people were injured happened in Florida at Daytona International Speedway.<sup>(1)</sup> In the 1955 Le Mans 24-hour race, 80 people were killed.<sup>(2)</sup> In 1998, three event attendees lost their lives at the Michigan International Speedway in Brooklyn, while in 1999, three individuals died at Lowe's Motor Speedway near Charlotte, North Carolina.<sup>(3)</sup> In NASCAR races in the US, a total of 44 drivers have

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- (1) Scheiber, D. Danger in the grandstands, St. Petersburg Times Online, Mar. 26. (2002). [http://www.sptimes.com/2002/03/26/Floridian/Danger\\_in\\_the\\_grandst.shtml/](http://www.sptimes.com/2002/03/26/Floridian/Danger_in_the_grandst.shtml/). accessed 13 March 2020.
  - (2) Hanlon, M. The world's most dangerous sporting event, New Atlas. (2005). <https://newatlas.com/go/3613/>. accessed 13 March 2020.
  - (3) Jenkins, J. R. Not necessarily the best seat in the house: A comment on the assumption of risk by spectators at major auto racing events. *Tulsa Law Review*, 35, 163–192, (1999).

lost their lives.<sup>(4)</sup> In rally races, there is no fencing between the drivers and the spectators, which leads to many injuries and deaths. In action sports such as the Winter and Summer X Games, from 2000 to 2011, over 4 million injuries were reported, 11.3% of which were head and neck injuries.<sup>(5)</sup> No event organiser wants to see a catastrophic accident occur at their venue.

There are several other types of risks that event organisers may encounter at a given sporting event,<sup>(6)</sup> such as adverse weather conditions that culminate either in postponement or cancellation. Other risks include a lack of proper government or police permits. However, one critical risk that event organisers may face consists of the legal uncertainties stemming from injuries to participants or spectators. Thus, event organisers need to provide a secure environment, with reasonable care to guarantee the safety of the event's attendees; the safety of the event venue must always be considered for any sporting event,<sup>(7)</sup> for which success partially depends on its reputation for safety, as well as organising the inflow and outflow of related parties. In certain sporting event cases, the organisers may be liable for paying compensation to injured parties.<sup>(8)</sup>

This article will highlight the major civil liability hazards faced

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- (4) Andera. History of auto racing deaths and sports car crashes. AxleAddict. (2019). <https://axleaddict.com/auto-industry/auto-racing-deaths/>. accessed 13 March 2020.
- (5) Geier, D. Sports medicine stats: Head and neck injuries in extreme sports. (2005). <https://www.drdauidgeier.com/statistics-head-neck-injuries-extreme-sports/>. accessed 13 March 2020.
- (6) A sports activity organiser is defined as “anyone who organizes a sports competition, such as Olympic committees and sports federations.” and whoever calms all the requirements all the needs to manage to organize a sporting event and prepares the venue for the contributing athletes or the public (the jurisprudence differed in defining a well-understood concept of the sports event organiser. See. Muhammad Al-Awjar. Civil liability of the sports activity organiser . American University, Dubai, UAE.(2021). Also see Jaber, S . Sports liability Dar AlNahdha Al-arabia, Cairo 1992. pp 158-161. also, see Al-Ahmad. M. The liability of error in managing a sporting event, Dar Amman, Jourdan. 2002. Pp 46-49.
- (7) This includes (and is not limited to) participants, spectators, athletes, coaches, officials, performers, event workers, and other third parties present.
- (8) Powell, A. Limiting liability against harm in sporting events. Lexology. (2016). <https://www.lexology.com/library/detail.aspx?g=39ab3eaf-1c22-4d86-bf84-3e2d6b89ceaa/>. accessed 13 March 2020.

by event organisers in cases of negligence-based injuries that result in physical or monetary damages at events in Kuwait. The article will also examine how event organisers could manage their legal liabilities to mitigate potential legal risks.

## 2. Laws that regulate the organisation of local sporting events

Generally speaking, sports organisers whether they are private or international organization need to consider several regulatory guidelines before holding a sporting event in a given jurisdiction. First, they need to check the written standards meant to regulate events (in general), including government decrees, laws, regulations, and non-governmental guidelines established for a specific activity or industry (i.e. policies or procedural manuals for a particular sport event). Second, the organisers need to check unwritten standards, including common practices, disciplines, or professions related to specific sporting events, such as safety fences, a proper safety gear for specific events. Third, they should consult case law ('rolling court'), which refers to court decisions that address similar factual situations and guide appropriate conduct. Finally, the organisers should adhere to common sense, knowledge, and experience in connection to a sporting event, and should determine whether the setup provides a safe environment to avoid significant risks to stakeholders.<sup>(9)</sup>

In Kuwait, there is no freestanding law on organising a sporting event. As such, organisers need to review different laws, rules, regulations, and ministerial decrees to determine whether a specific rule may apply to their sporting event. Where in UAE, the vice president of the UAE issued Cabinet Resolution No. 31 of 2015 (i.e. the Executive Regulations of Federal Law No. 8 of 2014 concerning the Security of Sports Facilities and Events). This resolution provides broad guidance and covers three major areas of event management:

- (1) facility/venue and organiser practices; The majority of the Resolution reflects the idea of keeping the UAE aligned with the international best practices by setting new specific standards,

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(9) Fast, K. S. Sports liability law, a guide for amateur sports organizations and their insurers. (2004). <http://laboratoire-droit-sport.fr/wp-content/uploads/2013/10/Sport-Liability-Law-January-2004.pdf>. accessed 13 March 2020.

compliance requirements, and oversight for the event organiser and venue managers to obey to get permission to conduct a sporting event. All organiser should have their own administrative and organizational guide, including essential measures relevant to the event's nature and size (e.g., detailing proposed access/exit routes, safety procedures, safety standards, security plans, communications, etc.) and specifics on the venue. The organiser should submit this guide to the designated police contact to get the needed permission to conduct the event.<sup>(10)</sup>

- (2) fan conduct; in addition to the current penal codes the new law sets a tough fines for criminal conduct at sporting events or in the event venue, in other words, the law will bring a greater penalties than if the same conduct had been committed in another place. The law also has formalized crowd control by adding more restrictions on entering the sporting venue. The restriction also covers bringing prohibited or dangerous materials into a sporting venue, taking to or acquiring weapons inside a sporting venue, doing violent conduct in the sporting venue, throwing materials on the players, insulting or racially abusing at other people, disregarding facility rules, and using the sporting venue for political purposes.<sup>(11)</sup>
- (3) anti-corruption for companies involved in organising, operating, and hosting sporting events in the UAE. It guides the scope of legal obligations affecting those involved in hosting of sports events. The main intent and purposes of the resolution are to delineate responsibilities concerning sports facility organiser, fan conduct, and tackling corruption and to build on its strong record as a destination for sports and events tourism.<sup>(12)</sup>

(10) Bainbridge, S. Major events security considerations in the UAE. Tamimi &Co. (2017). <https://www.tamimi.com/law-update-articles/major-events-security-considerations-in-the-uae/>. accessed 30 Jan 2022.

(11) Bainbridge, S. Major events security considerations in the UAE. Tamimi &Co. (2017). <https://www.tamimi.com/law-update-articles/major-events-security-considerations-in-the-uae/>. accessed 30 Jan 2022.

(12) Bainbridge, S. Major events security considerations in the UAE. Tamimi &Co. (2017). <https://www.tamimi.com/law-update-articles/major-events-security-considerations-in-the-uae/>. accessed 30 Jan 2022.

This law serves as the foundation for the UAE sports organisation sector; in addition to the Dubai Sports Council rules, regulations and permissions: therefore, it is essential for the parties involved in arranging sporting events to obey this law, and to fully understand their obligations to be confident in their legal position to avoid breaching it,<sup>(13)</sup> which could result in serious charges.<sup>(14)</sup> This type of law is considered a cornerstone for any event organiser; it provides a clear path to reduce the liability and risks for hosting or operating an event in the UAE. This law has paved the way for Kuwait and the remaining Gulf countries to follow the same guidelines, mainly because many Gulf countries are preparing to host a major sporting event. For example, Qatar is preparing to host the 2022 World Cup, and the KSA has been hosting the Dakar Rally since 2020, formula-1,<sup>(15)</sup> and Formula-E.<sup>(16)</sup> To host these kinds of vast sporting events, in many cases, the host country needs to make certain legislative changes to local laws and regulations in order to meet the event's standard requirements.<sup>(17)</sup>

It is worth examining whether a country wishes to invite a well-known sporting event, federation, or international sporting event organisation to host a sporting event in the host country. Usually, the sporting organisations set their own rules, guidelines, and minimum

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(13) The parties involved in the law include event organiser, authorized private security firms, sporting regulatory bodies, fans, teams, and other participants. And in order to host an event, there are many requirements such as:

an application process for approval, including the details to be provided on the sports event, in addition to establishing an organizing committee. And to use the Dubai Sports Council logo on the marketing materials and the requirement to provide reports within 90 days of the event. See The bench. 2017. Organizing Sports Events in the United Arab Emirates – A Legal Checklist Before You Kick Off!. See <https://www.thebenchlaw.com/post/2017/03/10/organising-sports-events-in-the-united-arab-emirates-a-legal-checklist-before-you-kick>. Accessed 24 Jan 2022.

(14) supra note, 9.

(15) Formula 1 STC Saudi Arabia Grand Prix. (2021). *Over take the future*. <https://www.saudiarabiangp.com/en/>

(16) ABB Formula E.(2021). *FIA world championship*. <https://www.fiaformulae.com/en/championship/race-calendar/2021-2022/diriyah>

(17) Lusardi,R,. “Qatar 2022 World Cup - laws, changes and legacy benefits” Law in sports. 21 June 2018. [https://www.lawinsport.com/topics/tax-law/item/qatar-2022-world-cup-laws-changes-and-legacy-benefits?category\\_id=124](https://www.lawinsport.com/topics/tax-law/item/qatar-2022-world-cup-laws-changes-and-legacy-benefits?category_id=124). accessed 23 Jan 2022.

accepted standards that include—but are not limited to—safety regulation, the protection of intellectual property (IP) rights, taxation, sponsorships, consumer protections, logistics, immigration, and other standards to the host country need to obey those standards.<sup>(18)</sup> The host country needs to meet all necessary requirements to have the chance to be awarded the right to host a sporting event. An excellent example is Qatar, which obtained the right to hold the 2022 World Cup. Qatari authorities made significant legislative headway for many laws, such as those related to different matters as follows:

- foreign investment: in 2019, a new investment law was issued, which gives that foreign companies who are looking to invest in Qatar should be in partnership with a Qatari partner who should not own less than 51 percent of the capital; however, after getting requisite approvals from the relevant authority, the foreign investor could own 100 percent of capital if their investment is within the free zones. On the other hand, a foreign-based company, which has a contract to operate in Qatar, may not incorporate a new company for the sole purpose. However, it can establish a branch of its office in Qatar and have that branch registered in the company register with the details of incorporation of the company abroad.<sup>(19)</sup>
- labour, One of the main changes is for the employees who have indefinite term contracts and have worked for the same employer for up to five years. And who have completed their actual terms of employment would not have to obtain a ‘No Objection Certificate’ (NOC) to seek alternative employment. In addition, the existing Labour Law ensures standard wages and working hours, leave, compensation, and safety requirements and prohibits exploitation during employment. In addition, an expat’s son can now work in any private sector under their sponsorship. And nowadays, temporary working visas permissions are also granted for selected professions.<sup>(20)</sup>

(18) International Bar Association. (2021). *FIFA 2022 World Cup: Qatar’s preparation and legislation*. <https://www.ibanet.org/article/9B1C360C-10EC-4400-B380-FB7132F83451>

(19) See, Roberto Lusardi . Qatar 2022 world cup: laws, changes and legacy benefits (2018) <https://www.tamimi.com/law-update-articles/qatar-2022-world-cup-laws-changes-and-legacy-benefits/>.

(20) *Ibid.*

the Qatari tribunal arbitration rules. Qatar has established ‘The Qatar Sports Arbitration Tribunal’ (QSAT) following the norms of the International Sports Tribunal, which is a quasi-judicial body established to settle disputes related to sports. The Tribunal has its own Constitution and hosts world-class arbitrators and mediators to provide parties with sports-related disputes with the appropriate dispute resolution mechanism through arbitration and mediation following the global standards; the working practice has been modelled according to the Court of Arbitration for Sport to ensure that the best international practices are adopted. In addition, the Tribunal provides independent, impartial and transparent trial proceedings.<sup>(21)</sup> It’s worth to mention that there is no changes in civil law that relater the civil liability of sporting organisation, and the Qatari legislator kept the civil laws that been applied in the country for any incident occur during the sporting event.

Thus, it is worth for Kuwait to consider issuing a similar law to that of the UAE to establish guidelines for event organisers. This law would clarify the rights and duties of event organisers and set the standards that need to be followed by all sporting event organisers in the future. Once a similar law is issued in Kuwait, it may encourage international event organisers to plan international events in Kuwait, which would benefit many sectors in the country and the entire region. Such events usually boost the host country’s economic cycle, thereby benefitting multiple sectors, including the tourism industry (which consists of hotels and transportation), the media industry, infrastructure, and other areas that are directly or indirectly involved with the event.

### **3. Duties of the sporting event organisers**

The event should end with no damage or injury to the participants or attendees to have a successful sporting event. Such an incident may affect the reputation of the event, the sport, or even the host country as a whole. Hence, event organisers need to provide a safe environment within the venue. One of the things event organisers need to consider is that the law obliges them to undertake all possible safety precautions to provide a proper, safe environment for an event.

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(21) *Ibid.*

Several countries' laws have held the event organiser liable if an incident causes damage or harm to the event stakeholders. Generally, under the civil law, the liability extends to the event organiser of an injury or harm to an audience, participants, and other stakeholders once they prove that the sporting event organization owed a duty of care towards the stakeholders. The injured party needs to prove and confirm that the sporting event organiser has breached the reasonable duty of care. And the proof of an injury that has occurred based on a breach of sporting event organiser duty.<sup>(22)</sup>

Event organisers also need to visualise areas that may be dangerous, or hazardous zones that may injure one of the participants or spectators. A safe environment includes proper fencing to avoid danger from objects that have been left on a track, in a field, or in a rink, and inspecting the property for possible risks of injury, such as those resulting from slips and falls. The occupier of the premises is responsible for ensuring spectator safety, including reasonable protection using adequate screens, warning signs, or barriers. The occupier of the premises must repair any defective parts of the premises before welcoming people to the venue. The property owner, the occupier of the premises, and/or the organisers need to do their duty to maintain and fix any defective property areas that may injure someone come before spectators arrive at the venue. The property owner and/or event organisers may need to install safety devices, such as barriers or fences, to prevent common sporting event injuries.<sup>(23)</sup> In addition to all precautionary steps taken by the property owner and/or organiser, it is crucial to warn the invitees of unrepaired safety hazards. This can be done by posting signs in prominent places that warn the attendees of any property defects that the owner or organisers could not fix, or that have not yet been fixed. Failure to post visible warning signs could cause damage to one of the invitees.<sup>(24)</sup>

(22) Kamath, N. (2012). A Comparative View of Organiser' Liability for Player Injuries. SLPC blog. <https://lawnk.wordpress.com/2012/06/22/a-comparative-view-of-organiser-liability-for-player-injuries/>.

(23) Liljegen Law Group. Who is liable for my injury at a sporting event? (2018). <https://www.liljegenlaw.com/injured-at-a-sporting-event/>. accessed 13 March 2022.

(24) *Ibid.*

Although the law obliges landowners to provide a safe environment on their property, when the possession of the land (event venue) moves from the landowner to the event organisers based on permissions or on a lease contract, the organisers need to recheck and re-inspect the site for any hazards such as slippery floors, uncovered live electric wires, or broken fences. For any injury caused by the aforementioned factors, liability may extend to the organiser rather than the landowner.

The organiser needs to consider and apply all safety measures, rules, and regulations that help ensure a safe environment, beginning with crowd control, covering all power supplies, providing fire extinguishers, and taking any essential steps necessary to prevent injuries.

#### **4. Liabilities of the event organiser**

The civil laws of most Gulf countries state that the organiser of a sporting event will be held liable for any injury or harm to any person involved in the sporting event. As is well known, the realization of civil liability in its two forms, contractual and civil, requires the availability of its elements. No person can be held accountable for the cause of civil or contractual responsibility without realizing the aspects of that liability.<sup>(25)</sup>

##### ***4.1 Contractual Liability of the event organiser:***

The organiser has a contractual liability in any sporting event he conducts. A set of contracts bind and obligate the organiser of a sporting event with the event stakeholders. These contracts set a contractual obligation that the event organiser must obey. If the event organiser breached his contractual duties and resulted in an injury or damage to any event stakeholders, the contractual civil liability will arise in this case.<sup>(26)</sup> To raise the contractual liability, several conditions should be met for establishing contractual liability:

First is the existence of a contract between the contractual parties. Contractual liability is based on the breach of a contractual obligation. Therefore, there is no contractual liability if a contract is not established

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(25) See Al-Awjar.M. *supra note*, 26.

(26) Al-Awjar, M. (2021) Civil liability of the sports activity organiser. Tikrit university journal of rights.

between the parties, one of whom breaches his obligations, and this breach results in damage to the other party.

Second, the contract should be valid; if one of the parties enters the contract based on duress, fraud, mistake, or without voluntary consent, the contract, in this case, will be unenforceable. If the obligation was not based on a valid cause, if its cause was unlawful, or if it was contrary to public order or public morals; The contractual party is not obligated to perform it; Because this contract is void.

Third, legally recognized damage exists from breaching a contract. Where the law requires contractual liability, the damage to the aggrieved party is due to the other party failing to implement his contractual obligation. However, this responsibility does not arise if the damage incurred is not attributed to the event organisor failure to implement his obligations in the contract.<sup>(27)</sup>

In addition, to the several conditions mentioned above for establishing contractual liability, there are elements of contractual liability that should be met to raise that liability:

First is the breach of a contractual obligation; contractual liability does not take place except when it is impossible to implement in kind, even if it is impossible to compel the contractual party to fulfill his obligations arising from the contract. The contractual party is responsible for the damages he causes to the other party as a result of his failure to fulfill the obligations arising from the contract.<sup>(28)</sup>

Second, there is legally recognized damage; the plaintiff must have suffered a legally recognizable damage/ injury. To recover damage (receive compensation), the plaintiff must have suffered some losses, harm, wrong, or invasion of a protected interest. Essentially, the purpose of that is to compensate for legally recognized harms and injuries and resulted from breaching the contract. If no harm no injury resulted from breaching the contract, there is nothing to compensate.

(27) Muhammad Mustafa Quzmar, Nadia.(2019) *Limitation of contractual liability within the framework of the obligation to exercise care and achieve a result.* Middle East Research Journal 7, no. 48: 363-406.

(28) *Ibid.*

If the injured contractual party proves wrong, and the damage is not proven, we are not in front of contractual liability, and the damage is divided into material damage and moral damage, and material damage is the one that affects the creditor in his financial liability, and moral damage is what affects the injured party in his honor or his reputation and dignity.<sup>(29)</sup>

Third, another element necessary to breaching the contract is causation. If one of the party breaches his contract and the plaintiff have suffered some losses, harm, wrong, or invasion of a protected interest. Suppose there is an incident in the event. In that case, the organizer may be liable if the courts realize that there is a direct cause between the organiser 's breach their duty of care and the damage or injury of the related party. Numerous decisions have focused on the duty of care owed by the officials and event organiser (which may include occupiers) towards the audience and other stakeholders.

Where the civil law also clarifies the different types of contractual obligation, whether it is a obligation to achieving a result and the obligation to care to build the rules of liability of the three components of the breach, damage and causality between breach and damage.<sup>(30)</sup>

The commitment to achieve a result; sometimes the organiser entrusts to do what he can and his ability to achieve the desired goal of his obligation. Here, if he didn't reach the result, he is relieved of his obligation unless the other contractual party proves that he did not take the necessary care to achieve it. Where here, if the organiser did his duty to set up the venue with equipment and staff, taking permits to do the events and taking the necessary care in planning and all the needed materials to conduct the sporting event and in fact, the organiser did organize the event and achieved the desired goal, here the organiser will not be liable for breaching his contract obligation. Whereas if the organiser did his contractual duty and the desired goal did not achieve

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(29) Ayad Jaddalhag. (2012) Error Relevance as an Element of Tort Liability in the Palestinian Civil Law Draft: Analytical Study. Private Law Department - Faculty of Law Al-Azhar University - Gaza - Palestine.

(30) Muhammad Mustafa Quzmar, Nadia. Limitation of contractual liability within the framework of the obligation to exercise care and achieve a result. Middle East Research Journal 7, no. 48 (2019): 363-406.

due to external causes. Here the organiser won't be liable to achieve the goal unless the other contractual party proves his breach that caused legally recognized damage.

The obligation to exercise care. Therefore, distinguishing between the obligation to exercise care and commitment to achieve a result shows effectiveness in determining the person charged with proof in the framework of the obligation to achieve a result. For example, the injured party may prove that the expected result did not occur or be achieved by the event organiser until the responsibility of the latter is fulfilled. In this type of obligation, the organiser undertakes to perform a specific act to achieve a goal that is not subject to his absolute will, so the obligation, in this case, is a commitment to exercise care to achieve the obligation, if the required effort is applied in the implementation of his contractual obligation, and the event organiser, in this case, makes a specific effort to reach this result, whether it has already been achieved or not. If the goal is not achieved due to unforeseen difficulty or due to external cause such as the withdrawal of police permit, or the event canceled due to political cause or it canceled due to sudden weather changes that the organiser cannot conduct the event. Here the organiser liability is to exercise by carrying the sporting event in the fullest manner without any defaults or negligence, unless the other contractual party proves his breach that caused legally recognized damage.

#### ***4.2 Civil liability of the event organiser:***

On the other hand, the organiser has several legal obligations / liability of the sports event based on the law, not a contractual liability. And this liability is due to the fact that there are many invitees to any sporting event who are not bonded with the organized in any contract, but in fact, the civil law governs their relationship in general in addition to any specific sports laws and regulations or Civil law, penal code, consumer protection law, and other laws that regulates the legal relationship between the organiser of sports event and these invitees or audiences. Among the most important of these legal obligations that fall on the organiser of a sporting event are: to follow and obey specific sports laws and regulations: in addition, the organiser of sports events is commitment to the duty of care and a duty to reduce risks that involve in the event. The

organiser of a sporting event are obligated to monitor the public during the entrance and exiting of the event venue and to make sure that the process is smooth and safe.<sup>(31)</sup> Also the organiser is obligated to provide a safe place for the audience or expatriators by using clear instructions in the event venue of any hazardous or dangerous areas.<sup>(32)</sup>

In general, under the civil laws of GCC countries, any (real or legal) person has an obligation to take care of others; this establishes liability arising from any type of act that causes harm, damage, or monetary loss.<sup>(33)</sup> Where the Kuwaiti civil law states the “Whoever, by his wrongful act, causes harm to another is obligated to compensate him”.<sup>(34)</sup> Where the legislator did not identify the types of harm or damage, which means the damage covers the injury, emotionally, monetary losses and any interference with a well-protected right. The UAE Civil law stipulates the same, that any harm done to another (whether persons, legal entities, or juristic persons) shall reduce the actor’s liability to compensate the injured party.<sup>(35)</sup> Civil law also establishes the principle of indirect liability, whereby an employer will be held liable for the actions of its/his/her employees.<sup>(36)</sup> in accordance with the provisions of the Iraqi Civil Code.<sup>(37)</sup> It corresponds the UAE Civil Transactions Law,<sup>(38)</sup> the Egyptian Civil Code,<sup>(39)</sup> the French Civil Code.<sup>(40)</sup>

The Kuwaiti civil law also stated that the occupier of a place for residence or for other purposes shall be responsible, in the face of the injured party, to compensate him for the damage that occurs to him, unless the occupier proves that the damage was caused by a foreign

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(31) *Ibid.*

(32) *Ibid.*

(33) Here, please note that all GCC countries (except the KSA) use the civil law legal system, and most civil laws apply the same principles. Powell. *Supra note, 7.*

(34) Kuwaiti civil law, Article 227.

(35) the UAE Civil Transactions Law. Articles (282) onward

(36) Powell. *Supra note, 7.*

(37) Article (168) of the Iraqi Civil Code. See Muhammad Al-Awjar *supra note, 26.*

(38) to Article (386) of the UAE Civil Transactions Law. See Al-Awjar. M. *supra note, 26.*

(39) Article (215) of the Egyptian Civil Code. See Al-Awjar.M . *supra note, 26.*

(40) and Articles (1137) and (1147) of the French Civil Code. See Al-Awjar.M. *supra note, 26.*

party who has no control over him.<sup>(41)</sup> Other jurisdictions follows the same. Where if the obligations are contractual, then the contractual civil liability is achieved against the organiser of a sporting event in the event of his breach of these contractual obligations<sup>(42)</sup> But if the obligations were legal (not contractual) and the organiser of the sporting event violated them, the civil liability was established against the sporting event organiser in accordance with the provisions of the civil law.<sup>(43)</sup> As is well known, the realization of civil liability in its two forms, contractual and civil, requires the availability of its elements. No person can be held accountable for the cause of civil responsibility without realizing the aspects of civil liability, which is duty, breach, causation, and damage.<sup>(44)</sup>

Based on the above mentioned, Duty of care requires the event organiser to plan ahead to avoid foreseeable or predictable risks of injury to stakeholders or invitees who are directly involved in the sporting event. Where there is a contractual liability such as event staff, volunteers, participants, players, audiences, or under the legal liability such as spectators at the venue and in surrounding public areas.<sup>(45)</sup> The duty of care owed by event organisers to their attendees requires that such care be presented to guarantee that the visitors will be reasonably safe while using the venue.<sup>(46)</sup> Hence, the event organiser needs to choose proper partners who have suitable experience in event preparation such as contractors, power suppliers, volunteer agencies, providers of sound systems, lighting and insurance companies, and any

(41) Kuwait civil law, article 242.

(42) Article (261) of the Iraqi Civil Code. It corresponds to Article (316) of the UAE Civil Transactions Law, Article (025) of the Egyptian Civil Code, and Articles (2237) and (2267) of the French Civil Code. See Muhammad Al-Awjar *supra note*, 26.

(43) Articles (202) and onward of the Iraqi Civil Code, Articles (282) onward of the UAE Civil Transactions Law. and Articles (163) onward of the Civil Code The Egyptian Civil Code and Articles (1382) onward of the French Civil Code. See *supra note*, 26. Al-Awjar.M.

(44) See Al-Awjar.M. *supra note*, 26.

(45) Bowdin, G., Allen, J., Harris, R., McDonnell, I., & O'Toole, W. (2012). Events management. Abingdon, United Kingdom: Routledge.

(46) Walters, J. Beware the hidden risk: Event organiser and venue owner liability. Law in Sports. (2012). <https://www.lawinsport.com/topics/sports/item/beware-the-hidden-risk-event-organiser-and-venue-owner-liability/>. accessed 13 March 2020.

third parties. In essence, the organisers will be directly responsible if any of their business activities result in gross negligence (i.e. breach of duty of care). All event managers and employees must be trained and fully understand their legal responsibilities to prevent liabilities.<sup>(47)</sup>

Consequently, an event organiser may be legally responsible under the mentioned liabilities if one of the event organiser's representatives breaches duty of care, either by reckless behaviour or omission, resulting in injury to another person, damage, or monetary loss, with a clear link between the breach of obligation and the damage that ensues.<sup>(48)</sup>

## 5. Tools that event organisers can use to reduce liability

For an event organiser's strategy, it is necessary to mitigate liability by performing due diligence before the event. Therefore, event organisers need to consider several items to be applied before deciding to organise a sporting event in the region to reduce the organiser liability, as illustrated below.

### 5.1. Allocation of risk by using contracts, waivers, releases, and warnings

An event organiser must investigate to ensure that risk and liability are appropriately managed, whereby the risk of damage or injury to participants or spectators is highly unpredictable. Therefore, it is challenging for an event organiser to evaluate potential exposure to being held liable for damages or injuries.

Since the contractual parties are free to agree on certain things in the contract, one of the main tools that sports organisers normally use is an exculpatory, contract-based limitation of liability (LOL) as a waiver of liability, which releases the organiser from association with liability that might incur injury or damage to any party involved by the subcontractors at the sporting event.<sup>(49)</sup> Applying the LOL to a

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(47) Powell. *Supra note*, 7.

(48) Kamath. *Supra note*, 19.

(49) Under most of Arabian Gulf countries' laws, the limitation of liability clauses will not always be supported by the courts (or arbitral tribunal, according to the case) and are subject to exceptions. See Attia, F. Can we really limit liability? Tamimi & Co. (2012). <https://www.tamimi.com/law-update-articles/can-we-really-limit-liability/>. accessed 13 Sep 2021.

contract between the event organiser and other subcontractors works when one of the parties breaches the contract. Using this type of clause in the contract might give an advantage to the organiser, who holds the liability, by setting up a contractual defence that can be used to reduce or set a cap on liability in contractual obligations.<sup>(50)</sup> Where the contractual liability is established, the parties may set a liability cap whereby contracting parties agree to exclude certain claims from the liability cap. In addition, local courts will usually confine the effect of the wording (through precision) of the waivers on the tickets or agreement to their particular terms, which should indicate the hazardous nature of the event.

The LOL should include several requirements. First, the agreement should be written as a contractual document.<sup>(51)</sup> The words used in the waiver must be clear, unambiguous, and have reasonable, lawful, and practical meaning; moreover, they should clearly express the terms of the contract. This approach should be provided for all terms in the contract so that a layperson could easily understand them. In addition, the agreement (waiver) should exclude the organiser's negligence or any person representing the event organiser. Finally, the participants must understand the limited liability clauses, regardless of whether they have signed the waiver.<sup>(52)</sup>

Here, we need to clarify an important point used in some laws in the Arabian Gulf region. LOL clauses are normally used in the Arabian Gulf region, especially in construction-related contracts. Some sporting event organisers use LOL clauses, through which the parties involved seek to limit their overall loss resulting from exposure to a fixed (pre-agreed) amount. LOL clauses can give the contractual parties confidence and support in terms of managing and allocating risk.<sup>(53)</sup>

(50) Once the contracting parties decide to exclude certain claims from the liability cap, such an agreement would be enforceable. See Attia, *Ibid*.

(51) Once the contractual parties enter into a contract, the contractual liability will be created; thus, theoretically, the contracting parties may agree on certain limits to their contractual liability. However, under Kuwaiti law, Limitations of liability clauses may not be recognized by the courts (or arbitral tribunal), and Limitations of liability clauses are subject to exceptions, which may be consensual or statutory.

(52) Bainbridge. *Supra note*, 9.

(53) Attia. *Supra note*, 30.

Another tool that an event organiser can harness entails lowering the risk associated with the spectators who attend the event. A well-written waiver that considers spectators may mitigate liability if there is any damage, injury, or monetary loss; the waiver may prevent liability against the event organiser whereby waiver terms could be endorsed against the spectator if the organiser proves that the damage, loss, or injury was caused by the event. In addition, the event organiser needs to prove that he/she took reasonable safety measures against risk and injury.<sup>(54)</sup> If a user signs a waiver, however, its contents are usually considered binding, whether the user read and understood the terms or not. The precise wording of the waiver may cover the organisers, their employees, and their agents before, during, and after the event. The waiver clearly relieves the organisers' employees of liability for any reason, especially if referring to negligence on the part of the organisers.<sup>(55)</sup> Notwithstanding, in some cases, the LOL clauses might not absolve the organisers from civil liability for failing to make the venue (or the event in general) reasonably safe for invitees.<sup>(56)</sup>

## ***5.2. the assumption of risk:***

Sports event, like any other event, is subject to the rules of civil responsibility for any person involved in this sporting event. The organisers of any sporting event have an obligation to act reasonably to minimize spectator injury risks resulting from the event. whoever inspects the sports activity finds the sport is based on the principle of voluntarism and the acceptance of risks once the practice of sports activity is accepted by any stakeholders in the event, whether the attendees or audience or even staff and some sports are dangerous games by nature, and the dangers are clear and inherent in the nature of the activity,<sup>(57)</sup>

In its primary sense, the plaintiff's assumption of risk is only the counterpart of the defendant's lack of duty to protect the plaintiff from

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(54) Bainbridge. *Supra note*, 9.

(55) Attia. *Supra note*, 30.

(56) Bainbridge *Supra note*, 9.

(57) Haider Al-Shamri. Muhammad Al-Shawk. (2021). Limitations of Civil Liability arising from sports accidents (Comparative study). *Almouhaqiq al-hilly journal for legal and political science*.

that risk. In such a case plaintiff may not recover for his injury even though he was quite reasonable in encountering the risk that caused it. A plaintiff may also be said to assume a risk created by the defendant's breach of duty towards him when he deliberately chooses to encounter that risk. In such a case, except possibly in master and servant cases, the plaintiff will be barred from recovery only if he was unreasonable in encountering the risk under the circumstances.<sup>(58)</sup> Many civil courts have largely held that a sports audience assumes certain risks by entering a sports venue and sitting close enough.

## 6. The role of event insurance in reducing risk

The unusually frequent risk factors related to injury or damage at any sporting event can be unattractive factors for insurance companies, which may result in only a few insurance companies remaining in the field, although liability coverage remains available for most sporting events. The organiser of a sporting event needs insurance to cover any compensation charges resulting from an injury of one of the employees, staff volunteers, or audience during the event. In addition, the insurance can cover the compensation cost in case of cancelling the event or any damage to any equipment or property that the event organiser is responsible for during the event.<sup>(59)</sup> Event organisers need to obtain the appropriate insurance.<sup>(60)</sup> Thus, the event organiser need to consider the following when they insure their event:

- 6.1. The event organiser needs to take sufficient time to investigate and arrange for the correct insurance. This may include requesting quotes and professional advice. Finding the right insurance broker (if any) is the first priority.<sup>(61)</sup>
- 6.2. The event organiser needs to make sure that the insurance covers all relevant people and partners involved.<sup>(62)</sup>

(58) See. Fleming James. (1952). Assumption of risk. The Yale journal of law. Volume 61, Number 2

(59) Helen Belden, (1996). volunteers, Sports and Insurance, Journal of Legal Aspects of Sports (JLAS), Volume (6), Number 1.

(60) Powell. *Supra note*, 7.

(61) Bowdin *Supra note*, 27.

(62) *Ibid*.

- 6.3. To prevent any misunderstandings or uncertainty surrounding damages, injuries and losses covered by the insurance, it is better to provide the insurance company with all information concerning the event and the companies or parties involved.<sup>(63)</sup>
- 6.4. The event organiser needs to maintain all records of any damages or injuries. For example, photographs and videos are helpful, as a claimant has 5 years to formulate a claim against the organiser.<sup>(64)</sup>
- 6.5. The event organiser needs to confirm what is included in and excluded from the insurance document, such as fire, theft, weather, and even vandalism.
- 6.6. Because the individuals at the event are not named as those insured, the event organiser needs to confirm whether particular individuals are insured and covered under the insurance.<sup>(65)</sup>
- 6.7. The event organiser needs to determine what kinds of transportation vehicles are included, whether by air, land, water, or a combination thereof.<sup>(66)</sup>
- 6.8. Cancellation risk is one of the most significant financial uncertainties that an event organiser may face; the risk is that the event cannot proceed and must be cancelled on short notice.<sup>(67)</sup> Some insurance companies cover this risk. The relevant insurance can cover cancellation charges for all expenses incurred by promoting and producing the event. The event organiser can use this insurance to pay-out, which will allow the organiser to recover promptly, and will transfer the expenses and efforts of

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(63) *Ibid.*

(64) *Ibid.*

(65) *Ibid.*

(66) *Ibid.*

(67) The cancellation of a sporting event can be occurring due to several things such as; physical damage to the venue or one of the parts of the venue where the sporting event will be held; second: a sudden weather changes which preventing the sporting event organiser from continuing the event; third: sudden withdrawal or discontinuing of governmental permission to operate the sporting event; or forth the late arrival or failure to arrive of key persons or the crucial equipment for the event. Or any other reason that cancels the event. See LawInSport.

proceeding legal claims against the parties responsible for the loss onto the insurance company.<sup>(68)</sup>

- 6.9. The event organiser needs to check whether the supplier's companies are insured and whether the suppliers' insurance includes workers' compensation coverage, vehicle insurance, and loss/damage of equipment.<sup>(69)</sup>
- 6.10. The event organiser has public liability insurance or what is called third-party liability (TPL) insurance. TPL insurance protects the event organiser from liability regarding any third party in the case of damage or injury that results from the venue that the event organiser controls.<sup>(70)</sup>

The event organiser can alleviate these concerns by purchasing the proper amount of insurance coverage that cannot otherwise address relevant risks. Many other kinds of insurance that can be used in any sporting event, these include weather insurance, personal accident insurance for the workers/volunteers, any invitees or public liability, and other types of insurance that cover property insurance.<sup>(71)</sup> Choosing the right insurance is mainly by the risk management strategy and event management, which is usually based on legal requirements. Insurance is a vital risk management tool that the event organiser can utilise to ensure that any foreseeable financial and legal outcomes from the sporting event, should they occur, do not lead to severe financial harm for any of the organiser's representatives.<sup>(72)</sup>

### ***6.1 Regulations, licences, and permits***

The event organiser's responsibility is to identify and fulfil all potential rules, approvals, licences, and regulations from all necessary authorities, individuals, and organisations before running the event. The

(68) Lusardi, *Supra note*, 14.

(69) Allen, J. (2008). *Event planning: The ultimate guide to successful meetings, corporate events, fundraising galas, conferences, conventions, incentives and other special events*. New York, NY: John Wiley & Sons.

(70) Lusardi, *Supra note*, 14.

(71) Helen Belden, (1996). volunteers, Sports and Insurance, *Journal of Legal Aspects of Sports (JLAS)*, Volume (6), Number 1.

(72) Lusardi, *Supra note*, 14.

organiser needs to review the long lists of regulations to be followed to coordinate a sporting event. When the event becomes a more global, significant, or pioneering sporting event, there may be a broad range of regulations that the organiser needs to follow. To avoid violating the regulations that govern sporting events, the organiser needs to conduct accurate research to establish what needs to be done. Event organisers are advised to consider the following points when they wish to organise or obtain a permit for a sporting event:<sup>(73)</sup>

1. Local authorities are usually a suitable source of information, assistance, and guidance. These entities are, in certain cases, responsible for approving and permitting certain kinds of events.<sup>(74)</sup> Many countries, such as the UK, have a local authority that creates an information and safety advisory group to offer advice on, and approve, events in a given area.<sup>(75)</sup> In Kuwait, there is one authority that the organiser can visit to obtain all information and licensing needed to operate sporting events. The Ministry of Commerce and Industry has set general guidelines and procedures that the organiser needs to take into account.<sup>(76)</sup>
2. Although organisers need to provide all precautions in case of a fire, it is necessary to obtain approval from Kuwait's fire authority to operate an event. Organisers usually need to obtain permission from the fire authority for any upcoming event and must provide necessary details such as the venue, the number of participants, and the expected number of spectators.<sup>(77)</sup> In a short discussion with Mr. AL Majed, an expert in sports event managements in Kuwait. he stated the following:

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(73) Some countries, e.g. the UK, apply environmental noise control protocols to control the impact of noise on communities. Environmental Protection Act 1990, Health and safety executives 2009.

(74) Conway, D. G. (2014). *The event manager's bible: The complete guide to planning and organising a voluntary or public event*. Hachette.

(75) *Ibid.*

(76) Kuwait Government Online. (2021). *Applying for a temporary exhibition license in the State of Kuwait*. <https://www.e.gov.kw/sites/kgEnglish/Pages/Services/MOCI/ApplyForTemporaryExhibitionLicenseInKuwait.aspx>.

(77) *Ibid.*

“Kuwait’s fire authority will usually provide services for free if a government branch sponsors the event, if the event represents the country, or if it is a global event with international participants”<sup>(78)</sup>

3. It is crucial for event organisers aiming to operate a sporting event in Kuwait to have police permission (from the Ministry of the Interior), especially if they have the event in a public place, such as on public roads (Kuwait Government Online). Some events, such as cycling tours and marathons, are normally held on public roads, which means that the organisers need police support to control traffic movement on surrounding roads.<sup>(79)</sup> The organisers also need to have permission from the Ministry of the Interior to ensure the proper number of authorities to monitor traffic, as well as the spectators’ arrival and exit from the venue. Usually, the organiser needs to provide all details such as the venue, the number of participants, and the expected number of spectators. Organisers also need to take into account that residents and local businesses may be affected by road closures, which, in most cases, will likely disrupt the regular routine of everyone within at least a 1-mile radius.<sup>(80)</sup> The role of the police is to keep local roads free of congestion.
4. Municipality licences are also necessary to obtain to put on an event in places that are considered public. Usually, the Kuwaiti municipality controls public areas. Additionally, any event held in a public place requires permission from the landowner, which in this case would be the municipality. Further, if there is an exhibition at the event, products will be sold, or services or food will be provided. Again, permission is normally needed from the municipality to do so.<sup>(81)</sup>
5. For sporting events that involve a considerable number of participants

(78) An interview with Mr. Ahmad Almajed, the managing partner in one of the leading sport management companies in Kuwait. Dec 2021.

(79) Powell. *Supra note*, 7.

(80) Powell, A. Limiting liability against harm in sporting events. Lexology. (2016). P143. <https://www.lexology.com/library/detail.aspx?g=39ab3eaf-1c22-4d86-bf84-3e2d6b89ceaa/>. accessed 13 March 2020.

(81) Kuwait Government Online. (2021). *Applying for a temporary exhibition license in the State of Kuwait*. <https://www.e.gov.kw/sites/kgEnglish/Pages/Services/MOCI/ApplyForTemporaryExhibitionLicenseInKuwait.aspx>.

and spectators, the organiser needs permission from the Ministry of Health (MOH). The MOH provides ambulances for public events. In most cases, the local MOH branch will offer services for free, and in other cases at a reduced cost.<sup>(82)</sup> The presence of ambulances supports a safe environment for emergencies. A lack of first aid or ambulances may be considered a breach of the duty of care on the part of the organiser if it is common practice to provide ambulances at similar events with many participants.

## 7. Risk management: Essential at any sporting event

With any public sporting event, there are many financial and legal risks attached.<sup>(83)</sup> These risks can originate from any party involved, whether spectators or participants, as they may sue the organiser for injuries resulting from how the event was conducted. Other risks can result from financial losses that occur in case of event cancellation, poor weather, withdrawal of the necessary licence by authorities, or a local event taking place at the same time that might disrupt transportation and lead to unsatisfactory services. All of these matters might prevent the organiser from holding the event at the last minute through no fault of his/her own.<sup>(84)</sup> In each case, through the early strategic identification and allocation of different risks, the organiser should always review the venue's security plans and request a tour of the venue, an emergency procedures manual, or an outline regarding how to address particular situations.<sup>(85)</sup>

To reduce risks during an event, it is always advisable for the event owner to consult a safety advisory group, whether it be a qualified risk

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(82) Ministry of Health, & Kuwait Government Online. (2021). *Home page*. <https://www.moh.gov.kw/ar/Pages/Default.aspx>.

(83) Risk management really is essential tool for planning a sporting event, and it's an area of the event management business that, if it goes well and you've assessed your risk in advance and you've managed it properly, people never know otherwise (Skating organizing committee member). Environment, Financial, Human resources, Infrastructure, Interdependence, Legacy, Media, Operations, Organizing, Participation, Political, Relationships, Epidemics, personal, terrorism, weather. See Becca Leopkey & Milena M. Parent.(2009). Risk Management Issues in Large-scale Sporting Events: a Stakeholder Perspective. *European Sport Management Quarterly* 9(2):187-208. Research gate.

(84) Lusardi. *Supra note, 14*.

(85) *Ibid*.

consultant or safety officer, or a company that has relevant experience with using common best practices in arranging sporting events in the region. These entities usually have suitable experience with the host country's rules, regulations, and safety standards. A crucial issue to consider in managing sporting events is to involve more than one party in the risk identification process in order to provide greater assurance that all 'what ifs' have been taken into account.<sup>(86)</sup> By using the services of these entities, event owners may fulfil their duty as owners by obtaining advice from professionals. This work, in most cases, may shift the liability from the event owner to the advisory company.

A risk management programme at sporting events is an effective tool. A well-executed risk management programme can reduce the risk of damage, monetary loss, and injury to any third party: This will assist the organiser in defending himself/herself against potential lawsuits. This tool will also serve to lower insurance costs. Sports organisations can employ several strategic tools to mitigate risk and avoid legal liability. The following strategic tools can be a useful starting point for organisers in evaluating an event:<sup>(87)</sup>

1. The event organiser needs to develop an inspection system for the facilities and equipment to be used regularly at the event.
2. The event organiser needs to follow best practice policies that provide the minimum acceptable standards and qualifications for third parties that represent the organisers such as instructors, volunteers, and other staff.
3. The organiser needs to have a general emergency safety plan to deal with foreseeable circumstances that could be hazardous or dangerous for any stakeholders, or that may lead to liability for the organiser.<sup>(88)</sup>
4. The organiser needs to put up easily readable signs or pictures at the venue that warn and notify all involved parties of the inherent risks related to the event.<sup>(89)</sup>

(86) Sport New Zealand. (2016). Risk management of events a guide for event organiser. Altamimi and Company <https://sportnz.org.nz/assets/Uploads/RMoE-Risk-Management-of-Events-Guidelines.pdf>. accessed 13 March 2020.

(87) Bowdin Supra note. 27. p.579.

(88) *Ibid.*

(89) *Ibid.*

5. The organiser needs a well-drafted waiver that contains an informed consent agreement.<sup>(90)</sup>
6. The organiser needs to keep a written record of the safety system and precautions that have been used at each respective event, as well as individual steps taken to avoid damage, injury, and monetary loss.<sup>(91)</sup>
7. The organiser needs to create a straightforward procedure for detailed venue inspections, and a system for the maintenance of the venue.<sup>(92)</sup>
8. The organiser needs to inform all representatives about the different ways in which responsibility can be incurred against the organiser, and train his/her representatives to never participate in activities that may result in liability, injury, or damage.<sup>(93)</sup>

## 8. Conclusion

This article highlights the duties and significant civil liability risks of event organisers, and the potential risks that may be awarded against them due to negligence, which may cause injury or physical or monetary damage at a hosted event. The article also considers how organisers could manage their legal liabilities to mitigate potential legal risks, and recommends tools that could be used to reduce major uncertainties.

Currently, Kuwait has no freestanding law that is meant to regulate the conduct of event organisation. Additionally, there are a minimal number of specific guidelines for organisers. Local and foreign organisers usually apply common standards issued by the authority that regulates the sport. However, in many cases, the organiser in the region is not required to obey these rules, especially if the event is not regulated by the host country. Where, the organiser needs to apply all safety precautions to ensure a safe event to reduce his/her liability against any injuries, damages, or monetary losses. It is advisable for the Kuwaiti legislators to put in place a sports legal legislation that defines the obligations and duties of all stakeholders to any sports activities, in

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(90) *Ibid.*

(91) *Ibid.*

(92) *Ibid.*

(93) *Ibid.*

order to reduce accidents and damage that may occur as a result of the absence of such legislation. The laws and rules of sport games are not sufficient to determine these obligations and duties, especially since they have been established by people who do not have the experience and legal knowledge with the local laws that allows them to draft and properly define the obligations and duties that fall on the organisers of a sporting event.

It is advisable for organisers to have event insurance to mitigate potential risks. The organiser needs to find the proper insurance company or broker, as having the best insurance that covers all potential risks is always a top priority. The organiser needs to make sure that the insurance covers all stakeholders involved, and to understand the types of injuries and losses that the insurance company covers. In addition, it is always advisable for the organiser to maintain all records of any damages or injuries for at least five years. Finally, the organiser needs to ensure that the insurance covers the risk of cancellation.

Because there is no specific law to follow in event organising, it is essential that the organiser comply with all rules, regulations, permits, approvals, and licences issued by various authorities, individuals, and organisations before running the event. The organiser needs to prepare by reading through the long lists of laws and regulations that need to be followed to coordinate a sporting event.

It is essential for organisers to conduct a risk management assessment programme for any sporting event. This is necessary to identify all risk factors that may affect the event, starting from the venue's safety to the use of safety features.

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## أفضل الممارسات لإدارة الأحداث الرياضية في الكويت: من منظور قانوني

الدكتور/ أحمد محمد العمر الدرياس

### ملخص الدراسة

**الأهداف:** يسلط هذا البحث الضوء على واجبات المسؤولية المدنية لمنظمي الأحداث الرياضية، والمخاطر المحتملة التي تصيبهم بسبب الإهمال، والذي قد يتسبب في إصابات أو أضرار جسدية أو مالية في حدث مستضاف. يتناول البحث أيضاً كيفية إدارة المنظمين للالتزامات القانونية لتقليل من المخاطر القانونية المحتملة، وتوصي بالأدوات التي يمكن استخدامها لتفادي الضرر. **المنهج:** اعتمد هذا البحث على المنهج الوصفي التحليلي للقوانين المحلية ذات الشأن مقارنة مع القوانين المعمول بها في عدد من الدول التي نظمت عمل تنظيم الأحداث الرياضية. **النتائج:** في الوقت الحالي، لا يوجد في الكويت قانون قائم بذاته يهدف إلى تنظيم الحدث الرياضي. بالإضافة إلى ذلك، هناك عدد قليل من الإرشادات المحددة للمنظمين. وعادة ما يطبق المنظمون المحليون والأجانب المعايير الصادرة عن الهيئات والمنظمات العالمية لهذه الرياضة. ومع ذلك، في كثير من الحالات، لا يُطلب من المنظم الالتزام بهذه القواعد، خاصة إذا لم يتم تنظيم الحدث من قبل البلد المضيف. حيث يتعين على المنظم تطبيق جميع احتياطات السلامة لضمان فعالية أمانة لتقليل مسؤوليته تجاه أي إصابات أو أضرار أو خسائر مالية. **الخاتمة:** من المستحسن أن يشرع المشرع الكويتي قانوناً بشكل دقيق يحدد فيه التزامات جميع أصحاب المصلحة في أي نشاط رياضي، وذلك للحد من الأضرار التي قد تحدث نتيجة لعدم وجود مثل هذا التشريع. حيث إن قوانين وقواعد الألعاب الرياضية ليست كافية لتحديد هذه الالتزامات. كما يُنصح المنظمون بالحصول على تأمين للحدث لتقليل المخاطر المحتملة. يحتاج المنظم إلى العثور على شركة تأمين أو وسيط مناسب، للحصول على أفضل تأمين يغطي جميع المخاطر المحتملة، والتأكد من أن التأمين يغطي جميع أصحاب المصلحة المعنيين، وفهم أنواع الإصابات والخسائر التي تغطيها شركة التأمين، وهو يعد دائماً أولوية قصوى.

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