

Sports and safety inside and outside the stadium - Legal challenges

Sports Law Commission

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Jani Pitkänen and Henri Syrjälä

Attorney-at-law Juridia Bützow Ltd.
Fabianinkatu 29B
00250 Helsinki, Finland
010 6841 300
jani.pitkanen@juridia.com

General Reporter:

José Luis Martín, TORRES, MARTÍN & ZARAGOZA, Barcelona, Spain

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1. General safety aspects

1.1

- The **Finnish Assembly Act** sets out the provisions concerning the requirements for safety in public events, including sports events and all other public events. It is specifically stated in the preparatory documents of the Assembly Act that both sports events and individual matches are considered to be the kind of public events governed by the Assembly Act. Hence, sports events do not essentially differ from other public events.
 - A basic provision concerning the safety of public events is Section 3 of the Assembly Act, which states that a public event shall be arranged peacefully, without compromising the safety of the participants or bystanders and without infringing their rights. The police must be notified beforehand of a public event being arranged.

The arrangers must in advance take the necessary actions to ensure the safety of the audience. In practice, this means that preventive measures that, for example, increase fire safety and the readiness of rescue operations, such as investigating the fire safety of constructions and materials, preventing deliberately lit fires, and stopping bringing explosives to a public event, must be taken. The arranger must also make sure that first aid is sufficiently available.
 - The arranger must see to it that order and security are maintained during the event. The arranger of the event has the right (and duty) to appoint persons to maintain order and safety during the meeting (security stewards). It is separately provided in the Assembly Act that, in a public event, no one shall bring or keep, for example, a firearm, explosives or edged weapon in their possession. The event may also be discontinued by the arranger or the police if safety cannot be guaranteed during the event.
- In addition, individual sports federations and associations have their own safety regulation concerning the organization of sports events. Sporting activities are mainly organized on an association basis in Finland. Sports federations may issue safety regulations that concern their membership organizations, and their membership organizations are obligated to follow these regulations. It is noteworthy that legislation does not contain any separate provisions on an arranger's duty to take responsibility for the supporters during a match but most federations do expect that such responsibility is taken.

1.2

- The Assembly Act is a general act which governs all public events and contains no provisions concerning any individual type of event. No other legislation in Finnish judicial system concerns any individual public event or sports event, either.¹ Sports federations for various disciplines may give safety regulations within the limits of the autonomy of the associations and the Finnish Associations Act.

1.3

- The responsibility for safety regulations and their implementation lies primarily with the arranger and, to some extent, with the police.
 - The Assembly Act highlights the arranger's responsibility for keeping order during the event. The arranger may appoint security stewards to keep order, and the security stewards have the right to discontinue or cancel an event for safety reasons. Otherwise, there are separate provisions concerning the authorities of security stewards.
 - The primary duty of the police and the public authority is to secure freedom of assembly, but the police also has the right to take necessary actions before or during the public event to ensure and maintain safety. Subsequently, the Assembly Act contains provisions about the event arranger's duty to notify the police of future events so that the police may actually ensure the safety of these events.

1.4

- See the answer above; event arranger and police.

2. Insurance coverage

2.1

- If person or property may suffer damage as a result of organizing the event, the police may set as a precondition for organizing the event that the arranger has sufficient liability insurance cover for possible liability for damage. Our legal system contains no other provisions on insurances in sports events.
- The prerequisite of getting liability insurance is not set particularly often so as to not burden the event arranger unduly.

¹ Ilmivalta p. 37.

2.2

- The Assembly Act and its preparatory documents take no direct stand on the compensation paid by an insurance company or the amount of the payment. The Finnish Ministry of the Interior may, however, give further provisions and instructions on the minimum terms and conditions of the liability insurance as well as on the police orders and instructions concerning organizing public events. No such instructions have thus far been given.

2.3

- If the police sets having liability insurance as a prerequisite for arranging an event, it is the duty of the arranger of the sports event to take the necessary measures related to taking the liability insurance.

3. Arrangers: Potential Liabilities

3.1

- If necessary, civil or criminal sanctions may be directed at the arrangers in connection with sports events.
- For example, in the case of assembly violation, a fine may be imposed on the arranger or, in the case of discrimination, the arranger may be sentenced to pay a fine or be sentenced to imprisonment for six months at the most.
 - An assembly violation especially refers to a situation in which the arranger fails to submit a notification of the event or follow the (safety) regulations given by the police.
 - In criminal law, criminalized discrimination mostly means actions whereby a person is placed in an unequal position in an event on discriminating grounds.
- If the general conditions for compensation for damages are fulfilled, the arranger may also be liable for damages that can be considered to have resulted from neglecting safety obligations.
 - The arranger has the primary responsibility for the safety of the events, in which case the liability for damages may become relevant if a spectator is injured in a sports event during the event.
 - Other sanctions may be directed at the arranger by the sports federations for various disciplines if a membership organization breaks the rules of the sports federation, such as safety regulations. Most national sports federations for different disciplines have introduced safety regulations concerning, for

example, the arranger's responsibility for the supporters' conduct. These responsibilities are of a civil nature.

- In addition to neglecting safety, the arranger may be liable for compensation for damage if they break agreements related to participation, sponsorship, organization or tickets. These agreements are made between the arranger and an athlete, between the arranger and a sponsor, between the arranger and the sports federation for a certain discipline, and between the arranger and a spectator, respectively. The parties to the agreements may take individual civil measures in case of breach of agreement.

3.2

- The arranger of a sports event has in legal praxis been given an emphasized diligence obligation to take care of the safety of the event, which means that the liability of the arranger of the sports event is primarily presumed culpability. The extent of the safety measures required to fulfil the diligence obligation depends on the sport and the risks and dangers related to the particular sport, however. The arrangers shall see to the safety of the spectators and participants when it comes to such damages that are peculiar to the sport in question and, thus, foreseeable for the arranger.²
 - For example, it is considered to be so usual in ice hockey that the puck ricochets into the stands with the spectators that the arranger must take measures to protect the spectators from the pucks. In the case KKO 1975 II 64 processed by the Supreme Court, the arranger was obligated to compensate the damages that a flying puck caused to a spectator.
 - Unlike in the abovementioned case, a ball bouncing into the audience and causing damage to a spectator in volleyball, for example, cannot be considered such a foreseeable hazard that would make the arranger liable to pay damages to the spectator. This has been confirmed in our legal praxis in the case KKO 1981 II 84.

3.3

- The arranger of a sports event may also incur liability not dependent on negligence, in other words strict liability, for damages resulting from the competition. In such a case, the arranger is liable for the damages caused in a

² Rauste p.816-817.

competition even if no safety obligations have been neglected. For example, competitions in motor sports are often considered to be sports events subject to strict liability for damages. In these cases, embarking upon activities known to be particularly dangerous is enough to make the arranger liable for potential damages.³

- Strict liability is limited to spectator damages resulting from the sports performances themselves, however, meaning that the arranger does not have unlimited responsibility for all damages occurring during the sports event. Strict liability falls on the arranger of the event.⁴

3.4

- Under the Assembly Act, the arranger of the event has the primary responsibility for the safety of the sports event. The preparatory documents of the Assembly Act emphasize the arranger's primary responsibility for order and the safety of the spectators. If the arranger of the event neglects their safety obligations, a civil claim for damages may be directed at them.
- Our legal state does not, however, entirely rule out the possibility of also holding the owner of the venue of the event responsible. In Finnish legal praxis before the entry into force of the current Assembly Act, the arranger of an athletic competition and the owner of the venue were together responsible for the safety of the structure of the spectator stands (KKO 1934 II 25). The meaning of the preliminary ruling of the Supreme Court today is minor, however. For example, in our current legal literature, the prevailing interpretation is that the arranger is primarily responsible for the safety of the event⁵, which must be considered the starting point in questions concerning liability and damages.
- As stated in sections 3.2 and 3.3, the arranger is not “automatically” responsible for all damages occurring during the event, but the conditions for damages must be fulfilled in each individual case.

³ Rauste pp. 817–818.

⁴ Ilmivalta p. 53.

⁵ For example, Rauste p. 816–819 ja Hämäläinen pp. 55–56.

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