

Discussion on the Legal Status of the Referees in Fight Sports Competition

--Taking the Full Contact Karate Project as the Beginning

Leqi Zhou

Department of Physical Education, Shanghai Maritime University, Shanghai 201306, China.

Abstract

At present, there is no definite stipulation on the legal status of the referee in the fight competition in China. On the legal status of referees in sports competitions, there are three viewpoints: the official opinion, the employment opinion and the entrustment opinion. The legal status of the referee in the fight competition has its particularity, so it is more reasonable to regard the referee as the trustee of the event organizer because the official office and employment theory cannot adapt to the legal status of the referee in the fight competition. At present, there are two modes of selection and appointment of referees in fighting competitions in China, and the situation of referees officiating events free of charge is common. The referee of the fight competition is mainly responsible for the accurate judgment, the inspection of protective gear, the check of players and the safety maintenance, and has the right to handle the affairs and the right to claim for damages. As for the relationship between the referee and the athletes, spectators and other participants in the competition, there is no clear stipulation in the law of our country, so the referee should be given the right of exemption within a reasonable limit.

Keywords

Fight Competition; The Referee; Legal Status; Commission Contract; Full Contact Karate.

1. Introduction

Karate, Taekwondo, Sanda and other fighting sports have developed rapidly in China in recent years, followed by the physical injury as the typical competition disputes have occurred. Referees, as a person who evaluates the performance, victory, loss and ranking of athletes or teams in sports competitions according to the rules and regulations of competition [1], should have their own legal status, as well as the rights and obligations matching their legal status. Especially for the fight sports competition, because the competition itself is the basic form of intense physical confrontation, the degree of the referee's participation in the competition and the security obligation is higher, so the legal status of the referee in the fight competition has a more prominent particularity. Clarifying the legal status of the referee in the fight sports competition can clarify the legal relationship involved in the fight competition and help to solve the dispute related to the referee in the fight competition more properly. Taking full contact karate as an example, this paper analyzes the theoretical differences on the legal status of referees in China, and probes into the legal status and corresponding rights and obligations of referees in fighting sports competitions.

2. On the legal status of referees in sports competitions

The current laws and regulations in China, including the Sport Law of the People's Republic of China and the Administrative Measures for Referees in Sports Competition, as well as the relevant normative documents, do not clearly stipulate the legal status of referees. Although the measures for the administration of sports contest judge set discussed with defines the rights and obligations of the referee, but only for referees based on competition and enjoy the rights of management system and shall bear the obligation of 1), does not involve the referee of cutting sports competitions with event organisers (2), athletes, and even the audience the civil rights and obligations between the relationship.

Chapter 3 "Rights, Obligations and Duties of Referees" of "Regulations on the Management of Referees of Chinese Karate Association" is mostly the elaboration of Chapter 6 related provisions of "Administrative Measures for Referees in Sports Competition", which still does not involve the civil rights and obligations of referees. On the legal status of referees in sports competitions, there are mainly three typical viewpoints in our academic theory, that is, the theory of public office, the theory of employment and the theory of entrustment.

The public office theory holds that the nature of officiating a sporting competition is the performance of official duties. The theory of public service has long been quite universal in the academic circle of our country. In this view, the judgment of the referee in competitive games belongs to the social judgment. The judgment of the referee on duty is not only to maintain the fair competition order of competitive sports, but also represents the fairness and justice of the society[2]. The decision which law and society endow to the referee is neither the power of the individual nor the power of the group, but the power concerning the public affairs. Such power is not only related to the victory or loss of a certain game, but also determines the great spiritual and material interests of an athlete or a sports team in some important games, and even affirms or negates the achievements of many people's labor, and even has a great impact on the honor of a country. Therefore, the public office theory believes that the referee is a special post that does not have the public office status but bears the public duty[3].

The employment theory holds that the legal status of an umpire should be assumed to be that of an employee of the organiser of the event. Referees have knowledge of specific sports and come from all walks of life, regions or countries as natural persons temporarily invited by the event organizer. Referees participate in refereeing activities during the competition, complete specific refereeing tasks assigned by the organizer, and get a certain reward. Therefore, there is a special employment legal relationship between the referee and the event organizer [4].

According to the theory of entrustment, the referee should be identified as the trustee of the organizer of the event. Referees are entitled to officiate in competitions based on delegation and authorization. Contract is the fundamental source of the power of sports referees and effectively constrains the participants in sports competitions [5]. The particularity of such commission contract lies in that the contract does not create a simple relationship of rights and obligations with consideration, but a complex relationship with multilateral rights and obligations [6].

3. The management mode of referee selection in fighting competition

The main purpose of discussing the legal status of the referee in the fight competition is to determine the rights and obligations that the referee should enjoy in the fight competition. Therefore, it is necessary to clarify the current management mode of referee selection in fighting competition in China, that is, the cause of referee officiating in fighting competition, and the actual relationship between referee, event organizer, athletes and other subjects, especially the remuneration of referee. Whether the referee is paid to officiate the competition will directly affect the legal status of the referee and the determination of the corresponding legal liability, especially it determines whether the employment relationship with the typical feature of compensation can be applied. Take full contact karate as an example, the current full contact karate competitions in China can be divided into two categories, which can basically represent the typical mode of referee selection and management in fighting competitions.

The first category is the championship, championship and club competition held by the Boxing and Taekwondo Sports Management Center of General Administration of Sport of China (hereinafter referred to as "Boxing Taekwondo Center") and the Chinese Karate Association, which are generally regarded as national events. Referees for such events are first selected and selected by the Boxing Taekwondo Center. Usually, applicants are required to have obtained the first-level or national referee qualifications of the HKIA, and must have participated in the referee registration and job training courses of the year in which the event is held [7]. In most cases, the round-trip travel expenses, board and lodging expenses of the selected referees for such events are borne by the organizing committee

[8]. In addition, the organizing party of the event generally does not pay remuneration to the referees. However, limited by various factors such as funds, the number of selected referees in such competitions is often small, usually less than 40 people, which cannot meet the needs of the actual referee work. Therefore, in most cases, people who have not been selected are allowed to sign up as team referees or self-paid referees [9]. Referees with the team or self-paid referees need to bear their own round-trip travel expenses and accommodation costs.

The second category of events is mainly self-organized by civilian karate groups and is generally considered civilian events. Most referees of such events are recommended by the participating teams according to the quota required by the event organizer. The management is relatively loose and there is no mandatory requirement for the qualification of referees. In the early days, there were even cases where the sub-judges were volunteers who had been trained by the organisers on a temporary basis. Referees in these events are similar to those in the first category of tournaments. They are not paid and, in most cases, have to bear the cost of round-trip travel, room and board. At most, the organisers may issue souvenirs of modest value in return.

By comprehensive analysis of the management mode of referees selection in the above two competitions, it can be concluded that the majority of referees in full-contact karate competitions in China are free referees. Even in national competitions, there are also a large number of referees with the team or at their own cost. Although since 2014, the Association has held regular referees training courses every year and confirmed the referees' qualifications of participants. However, even for national competitions, referees are only selected according to the needs before the competition, so there are no long-term full-time referees employed by Boxing Taekwondo Center or the Association. In other boxing events, non-selected referees are allowed to officiate at the event at their own expense, although in some national events referees may be paid a certain amount. For example, Article 5 of the Notice on the Selection of Referees of the 2016 National University Judo Championship issued by the Weights and Wrestling Judo Sports Management Center of General Administration of Sport of China stipulates that "each competitor can bring one or two referees above the first level to serve as the referees of this competition, and the transportation and accommodation expenses shall be borne by themselves." Therefore, at present, there are few cases in China that the referee of fighting competition is paid to officiate, on the contrary, it is very common that the referee of all kinds of competitions is free.

4. The fiduciary status of the referee of the fight competition

Based on the current management mode of the selection and appointment of referees in fighting competition in China and the comprehensive analysis of three viewpoints, namely, the office-holding theory, the employment theory and the entrustment theory, it should be considered that the referees in fighting competition in China are mainly trustees of the event organizer, and there is a legal relationship of entrustment contract between the event organizer and the referees.

4.1 The particularity of the legal status of the referee in the fight competition

The particularity of the legal status of the referees in the fight competition is the characteristic that the referees in the fight competition are different from the referees in the general sports competition. Specifically, this kind of particularity is mainly reflected in the following two aspects:

First, at present, the majority of judges in China's fighting competitions are free to officiate. As for the legal status of referees, whether the referees are paid or not will directly lead to the difference of the legal liability and the degree of responsibility of the referees. In particular, according to Paragraph 1 of Article 406 of the Contract Law, the distinction between the types of paid entrustment and free entrustment directly determines the liability basis of the agent. The agent entrusted without compensation has the right to be exempted from liability for minor negligence, and is only liable for the loss of the principal caused by intentional or gross negligence. In other, more mainstream sports, the travel and accommodation costs of national referees are mostly borne by the event organizers, and referees are often paid a certain amount. For example, the Bicycle and Fencing Management

Center of General Administration of Sport of China issued the Notice on the Selection of Referees for the 2016-2017 National Fencing Championship (Second Station) and Fencing Preliminaries of the 13th National Games (First Station), which clearly stipulated that "the organizing committee of the competition shall bear the travel expenses, city transportation expenses, accommodation expenses and labor expenses related to the referees' participation. Due to the late start of the development of China's fight sports, and the development activities at the folk level were the main activities in the long period before, most of the judges in China's fight competitions are free to officiate, and in some cases, they even have the characteristics of volunteer service [10].

Second, fight match referees have a heavier security obligation. Article 37 (1) of the Tort Liability Law stipulates: "If the manager of hotels, shopping malls, banks, stations, entertainment places and other public places or the organizer of mass activities fails to fulfill the duty of security and causes damage to others, he/she shall bear tort liability. If the doer fails to fulfill the security obligations to others stipulated by law, or based on the contract or custom, etc., and causes damage to others, he/she shall bear the liability for damages [11]. The event organizer, as the organizer of a sports competition, shall assume the obligation of ensuring safety. Referees as sports competition staff, in the process of judging the competition to assume part of the security obligations, mainly involved in the protection of athletes in the normal competition outside the personal safety. Therefore, the obligation of safety guarantee is often closely related to the personal injury of sports competition. Due to the higher physical antagonism and the resulting danger in the fight competition, the referee of the fight competition generally bears a heavier duty of security guarantee than the referee of the general sports competition. The impartial judgment and security guarantee are two parallel obligations undertaken by the referee of the fight competition. Especially for the foul behavior in the fight competition, if the referee does not stop it in time, it may cause more serious personal damage. In contrast, the security obligation of many other sports competitions is only borne by the event organizer. The significance of the referee's stopping foul acts lies more in determining the irregularity of the acts and judging the victory of each side, rather than guaranteeing the personal safety of the athletes.

4.2 Official statements and employment statements are not in line with the characteristics of a referee in a fight competition

With regard to public office, public office itself is not a legal concept. It is generally believed that public office refers to official staff in state organs or public enterprises or institutions [12]. There are also views that public office refers to the position that provides public goods such as public administration and public service to realize public interests. Public office shall be established by legal means, and shall be acquired through legal procedures [13]. Article 2 of the Civil Servant Law of the People's Republic of China (hereinafter referred to as the Civil Servant Law) stipulates: "Civil servants referred to in this Law refer to those who perform their public duties according to law, are incorporated into the state administrative system and have their wages and benefits borne by the state Treasury." Therefore, the civil servants stipulated in the Civil Servant Law include not only administrative civil servants who perform administrative functions, but also public servants of other countries, taking performing public duties according to law as one of the basic conditions [14]. According to this, judging the judges of martial arts competitions, even those selected by the Boxing Taekwondo Center for national events, does not conform to the basic connotation of performing public duties. Just because the event is organized by a state authority and the referees are selected by the state authority does not mean that the referee's conduct of officiating a fight competition is a performance of official duties. This logical deduction is not legally tenable.

As for the employment, the employment contract is not a famous contract under the law of our country. An employment contract usually refers to a contract in which the employee provides labor services to the employer and the employer pays remuneration [15]. If viewed in comparative law, Article 623 of the Civil Law of Japan stipulates "employment": "employment takes effect by agreeing that one party provides service to the other party and the other party pays remuneration to the other party." [16] Therefore, one of the main characteristics of the employment contract is the dual service compensation, that is, the employer must pay remuneration, and the employee also provides services

for the purpose of getting remuneration [17]. As for the employment contract, payment of remuneration should be the main obligation of the employer, and the payment terms are the main terms of the employment contract, usually including payment methods such as piece rate and time rate [18]. The employment theory does not accord with the basic characteristics of the referees of the fighting competition and cannot accurately reflect the legal status of the referees in the fighting competition because the situation that the referees officiate for free is quite common in China.

4.3 Trustee Characteristics of Fight Competition Referees

As for agency, Article 396 of the Contract Law of the People's Republic of China (hereinafter referred to as the Contract Law) stipulates: "An agency contract is a contract whereby the principal and the agent agree that the agent will handle the principal's affairs." Therefore, the relationship between the referee of fight competition and the event organizer conforms to the basic characteristics of the legal relationship of the commission contract, which is embodied in the following four aspects:

First, an agency contract is for the purpose of handling affairs for others [19]. The purpose of entrusting contract and entrusting relationship between the referee and the event organizer in fighting competition is that the referee should undertake the refereeing work for the event organizer with his professional knowledge. The agent has the right to handle the affairs based on the commission contract, that is to say, it has some independent discretion. Generally, the principal does not give detailed instructions on the specific handling of the entrusted affairs and relies more on the professional knowledge and technology of the agent. The employee in the employment contract must completely follow the instructions of the employee [20]. This is also one of the reasons why an umpire should be considered a trustee rather than a servant. If the referee does not have the right of independent discretion and must follow the instructions of the organiser of the event, the impartiality of the referee of the event is obviously difficult to guarantee.

Second, the commission contract is based on the mutual trust between the principal and the agent [21]. For national events, referees are mainly selected by national organs such as Boxing Taekwondo Center, and the selection of referees must meet specific qualification requirements, so the event organizer, as the trustee, has full trust in the professional skills of referees as trustees. As for civil competitions, although there may not be clear standards for the professional skills of referees themselves, the organizers of the competitions also have full trust in the participating groups that recommend referees. Therefore, the referee, as the trustee, officiates a fight competition based on the full trust of the event organizer, as the trustee, in his or her expertise.

Third, the agency contract is a non - formal contract. Article 10 of the Contract Law stipulates: "The parties may enter into a contract in writing, orally or in other forms. Where a law or administrative regulation requires that a written form be used, the written form shall be used. If the parties agree to do so, the writing shall be in writing." There is no special stipulation on the form of agency contract in Chapter 21 of Contract Law. For full contact karate competition, it is rare for the organizer to sign a written commission contract with the referee. National events usually confirm the entrusted relationship between the referee and the organizer through the notice of selection from the boxing center, while civil events are mainly confirmed through the referee list submitted by the participating teams.

Fourth, the commission contract can be either a paid contract or a gratuitous contract. Article 405 of the Contract Law states: upon completion of the entrusted affair, the principal shall pay the remuneration thereto.... If the parties have agreed otherwise, such agreement shall prevail." Therefore, free commission is also one of the main types of commission relationship, which is in line with the objective situation that most of the referees in fighting competitions in China are free to officiate. In addition, with the improvement of the development environment of China's fight competition, the identification of the entrusted relationship does not affect the gradual change from free entrusted relationship to paid entrusted relationship between the referee and the event organizer.

5. Rights and obligations of the referee of the fight competition under the delegating relationship

Based on the entrustment relationship between the referee and the event organizer, the referee, as the entrustor, should enjoy specific rights and undertake specific obligations, which is mainly embodied in the concretion of the rights and obligations of the trustee in the referee of the fight competition.

5.1 Obligations of a referee in a fight competition

Based on the entrusted relationship between the referee and the event organizer, the referee is mainly obliged to properly handle the entrusted affairs in the process of judging and fighting competition, except the entrusted affairs, personally handling the entrusted affairs and reporting the entrusted affairs, which are usually obligated by the entrusted affairs according to the entrusted scope and instructions of the entrusted affairs. According to the actual situation of domestic fighting sports competition operation, the prominent feature of referees as trustees is that they have some special and specialized duty of care, which is the embodiment of the general entrusted relationship of trustees' duty of care for referees in fighting competitions, and referees should fulfill such obligations when dealing with referee affairs. It is generally believed that duty of care is a statutory duty to take reasonable care in order to avoid causing damage. The subject of the obligation should be cautious and careful in his behavior without causing damage to others, and such behavior includes both acts and omissions [22]. As the trustee of the event organizer, the corresponding duty of care of the referee of the fight competition is mainly as the obligation, which specifically includes the obligation of accurate judging, the obligation of inspection of protective gear, the obligation of player checking and the obligation of safety maintenance. At present our country law about the fight club contest judge, and the provisions of the various kinds of sports referees not very detailed, when so many this kind of duty of care is not a legal obligation, but based on the referees and event organizers and entrust the relationship between the creation of contractual obligations, accurate summary of the referee, players gear inspection, check the obligation such as such.

First, the obligation to judge accurately. The obligation of accurate refereeing requires the referee to accurately judge the behaviors of the players of both sides in the course of the competition and make corresponding decisions in time. For example, for the fouls of the athletes in the full contact karate competition, the referee should stop them in time, and punish them with attention (Chui, warning), Genten (punishment), and Shikkaku (disqualification) according to the number and degree of the fouls as well as the players' subjective psychological state. [10] 503 Especially for the fouls of the players, the referee must stop them in time and give the corresponding penalty, otherwise it is very likely to cause the other players to suffer the injury outside the normal competition physical confrontation.

Second, the duty of inspection of protective gear. The obligation of protective gear inspection requires the referees to cooperate with the inspectors to check whether the athletes wear protective gear correctly according to the competition rules, including the protective gear that must be worn and that is forbidden to be worn. For example, for the sake of athletes' personal safety, most of the full-contact karate events in China require lower-level athletes to wear headguards, which are provided by the event organizers in most cases. However, due to physical differences among athletes, the default headgear size provided by tournament organizers may not be suitable for all body types. In such cases, the referee should actively and promptly coordinate with the event organizer to provide the athletes with appropriate head protectors, and should not allow the athletes to participate in the competition without wearing head protectors regardless of safety risks. Therefore, when the athlete fails to wear protective gear, the referee should not announce the start of the competition; If there is any abnormality in the protective gear worn by the athletes during the competition, the referee should stop the competition in time for treatment.

Third, the obligation of players to check. Competitors' obligation to check the referee before the match with the personnel to check whether the athletes meet the match arrangement of the organizer. Due to the fact that there are more than one thousand players in the full contact karate event, and there are

usually multiple venues for the match at the same time, the situation of the athlete's match mistake often happens in the actual match. If the referee fails to fulfill the obligation of players' checking, the match error may not only affect the normal order of the competition, but also cause unnecessary physical consumption or even personal damage to the athletes, thus causing the corresponding disputes in the competition. In addition, even if the competition organizer does arrange the match situation of players, there may be unreasonable match situation due to the false weight, age and other factors of the athletes. In such cases, the referee shall also promptly cooperate with the event organizer to deal with the matter.

Fourth, security maintenance obligations. The obligation of safety maintenance requires the referees to deal with safety risks outside the normal physical confrontation in a timely and prudent manner. For example, the referee should pay full attention to the athletes' physical conditions in the course of the game, especially the athletes in the fierce competition against the process often can not timely and accurately reflect their own physical conditions. If the referee decides that the player is not fit to continue the match after observation, he should stop the match as soon as possible for questioning. For underage athletes, they should also ask the coaches or parents who are present on the sidelines for advice.

5.2 Rights of the referee of the fight competition

Based on the entrusted relationship between the referee and the event organizer, the referee, as the trustee, mainly enjoys the right of handling affairs and the right to claim for damages in the process of adjudicating the fighting sports competition. In addition, in the case of paid commission, the referee shall also have the right to claim remuneration.

First, transaction handling rights. The so-called transaction handling right refers to the authority of the agent to handle the affairs of the principal [23]. For the referee of the fight match, the right of handling matters is mainly manifested as the right of refereeing the match. "Contract law" the 397 provision: "the principal can entrust trustee to deal with one or several affairs specially, also can generalize entrust trustee to deal with all affairs." Therefore, the referee's right to judge the competition mainly comes from the authorization of the event organizer. The trustee of the commission contract has a certain right of independent discretion when exercising the power of handling affairs, so the organizer should not interfere with the referee in the process of judging the match in a fair, just and open way. In addition, the organizers of the event should also fully guarantee the independent and impartial exercise of the referee's power. If the participating athletes or groups have objections to the referee of the competition, they shall settle the sports disputes through arbitration and other legal channels. The organizer shall not change the decision made by the referee without the objection procedure prescribed by the rules of competition or other regulatory documents.

Second, the right to claim damages. Because the referee of fight competition often needs to stop the match and separate the two athletes in the highly exciting and tense competition atmosphere, the situation that the athletes injure the referee by mistake also happens from time to time. "Contract law" the 407 article stipulates: "when the trustee handles the entrusted affairs, because cannot be attributed to oneself cause suffers a loss, can ask to the trustee to compensate the loss." Therefore, if a referee suffers damage in the process of officiating an event due to reasons not attributable to him or herself, he or she may request the event organizer to bear the liability for compensation.

6. The relationship between the referee of the fight competition and other participants in the event

As the trustee of the event organizer, the referee of the fight competition will inevitably have contact with the athletes, spectators and other participants of the event in the process of judging the event. For example, if the referees fail to properly fulfill their own obligations such as the inspection of protective gear and safety protection, it may cause the athletes to suffer physical damage beyond the normal competition; For another example, in full contact karate competition, the deputy referee needs to signal his decision to the referee through the flag. If the audience gather around the competition

field or even enter the competition field, the deputy referee may cause personal damage to the audience when waving the referee's flag. At this point, the responsibility of the referee is involved.

Article 406 of the Contract Law stipulates: "In a paid entrustment contract, if the fault of the agent causes losses to the entrustor, the entrustor may demand compensation for the losses. Under a gratuitous agency contract, if the principal suffers any loss due to the agent's intentional or gross negligence, the principal may claim compensation for such loss." Therefore, in the case of free commission, the referee has the right to be exempted from liability for minor negligence [24]. However, the above provisions cannot be directly used to deal with the relationship between the referee and the players, spectators and other participants of the event. Although Article 24 and Article 25 of the Tort Liability Law of the People's Republic of China stipulate the responsibility of the employer, it is limited to the responsibility of the employer, labor dispatch and personal labor, so it is difficult to deal with the relationship between referees and other participants of the event. Considering the referees of free competition situation is relatively common, cutting and fight competition itself has its inherent risks, for the damage caused by the referee intentional misconduct or gross negligence, should be within the reasonable limit referee exemption rights granted, make its can more fully and reasonably to exercise jurisdiction, avoid referees because of fears in responsibility to influence referees work, guarantee the fairness and justice of the competition. Therefore, the right of the referee in the fight competition should be properly dealt with in the future relevant legislation.

7. Conclusion

Through the above analysis, the following conclusions can be drawn:

First, about the legal status of the referee in sports competition, there are three main viewpoints in China: the official opinion, the employment opinion and the entrustment opinion. The legal status of the referee of the fight competition has its particularity, so it is more reasonable to regard him as the trustee of the organizer of the competition because the official position and employment theory do not accord with the characteristics of the referee of the fight competition.

Second, at present, there are mainly two modes of selection and appointment of referees in fighting competitions in China, and the situation of referees officiating events free of charge is relatively common.

Third, the referee of the fight competition is mainly responsible for the accurate judgment, the inspection of the protective gear, the check of the contestant and the safety maintenance, and has the right to handle the affairs and the right to claim for damages.

Fourth, as for the relationship between the referee and the athletes, spectators and other participants of the event, there is no clear stipulation in Chinese law, so the referee should be given the right to be exempted from liability within a reasonable limit.

References

- [1] Xia Zhengnong, Chen Zhili. Cihai [M]. 6 Edition. Shanghai: Shanghai Dictionary Publishing House, 2009: 212.
- [2] Wang Jianming. Research on the Legal Status and Legal Liability of Referees in Competitive Competition [J]. Journal of Hubei University of Science and Technology, 2013(4):149.
- [3] Zhang Houfu. Sports Jurisprudence [M]. Beijing: People's Sports Press, 2001: 366-367.
- [4] Tong Xianming. Legal discussion on referee's personal injury [J]. Journal of Shandong Institute of Physical Education, 2007(3): 23.
- [5] Fu chaoqi. on the referee's "law enforcement" status and legal responsibility [J]. journal of physical education, 2010(2): 20-21.
- [6] Luo Xuxu, Xu Jun. A preliminary study on the legal liability of competitive sports referees [J]. Journal of Capital Institute of Physical Education, 2008(4):8.

-
- [7] Notice of Preliminary Registration of Referees in 2016 National All-contact Karate Championship [EB/OL]. [May 31, 2016/December 10, 2016]. <http://www.chncka.org/news/notice/page70.html>
- [8] Notice of Boxing and Taekwondo Center on Selecting Technical Officials of 2016 National All-contact Karate Championship [EB/OL]. [2016-07-28/2016-12-10]. <http://www.chncka.org/news/notice/page83.html>
- [9] The referee of the 2016 National Championship announced the list[EB/OL]. [2016-10-324/2016-12-10]. http://www.chncka.org/html/chncka/tzgg/tzgglm/14773_01452988.html
- [10] Sun Siqi. Civil Liability of Judges for Personal Injury in Kickboxing Competition: A Case Study of Full Contact Karate [J]. Journal of Tianjin Institute of Physical Education, 2016(6):502-503.
- [11] Wang Liming. Research on Tort Liability Law (Volume II) [M]. 2 Edition. Beijing: Renmin University of China Press, 2016: 147.
- [12] Dictionary Editing Office, Institute of Linguistics, Chinese Academy of Social Sciences. Modern Chinese Dictionary [M]. 6th Ed. Beijing: Commercial Press, 2012: 452.
- [13] Jiang Mingan. Administrative Law and Administrative Procedure Law [M]. 5 Edition. Beijing: Peking University Press, 2011: 126.
- [14] Ying Songnian. Administrative Law and Administrative Litigation Law [M]. 2 Edition. Beijing: Law Press, 2009: 91.
- [15] Wang Liming. Draft Suggestions of Chinese Civil Code Scholars and Reasons for Legislation: General Provisions of Debt Law Contract Law [M]. Beijing: Law Press, 2005: 463.
- [16] Wang aiquan. Japanese civil code [M]. Beijing: law press, 2014: 103.
- [17] literature country. on employment contract [J]. legal science, 1997(1): 56.
- [18] Liang Huixing. the proposed draft of China's civil code with reasons and contract compilation [M]. Beijing: law press, 2013: 558.
- [19] Cui Jianyuan. Contract Law [M]. 3 Edition. Beijing: Peking University Press, 2016: 645.
- [20] Cui Jianyuan. Contract Law [M]. 6 Edition. Beijing: Law Press, 2015: 439.
- [21] Su Haopeng. Contract Law Course [M]. 3 Edition. Beijing: Renmin University of China Press, 2014: 438.
- [22] qu maohui. on the duty of care in civil law [J]. northern law, 2007(1): 24-26.
- [23] Cui Jianyuan. Contract Law [M]. Beijing: Law Press, 2015: 490.
- [24] Sui Pengsheng. Essentials of Contract Law [M]. 4 Edition. Beijing: Renmin University of China Press, 2015: 416.