ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

The Application of Self-Gratification Risk in Sports Activities from the Perspective of Tort

Xianqiong Xue

School of Law, Sichuan Normal University, Chengdu 610068, China

Abstract: *Article 1176 of the Civil Code recognizes self-acceptance risk as an independent defense, and sports infringement cases may become a typical field for self-acceptance risk application. However, restricted by such factors as vague application scope of self-acceptance risk and unclear application type boundary, only the principled provisions in Article 1176 of the Civil Code are still difficult to break through the application dilemma in practice. In this regard, we should first divide the scope of its application, and limit the applicable scope of the self-willing risk clause in sports activities to the damage caused by athletes and spectators. Secondly, the scope of its application should be limited to competitive sports activities with certain risks, and the risks come from the sports activities themselves. In this way, it may contribute to the effective implementation of the self-content risk clause in sports infringement cases. Thirdly, the classification of voluntary risk in American law can be used for reference. The explicit voluntary risk and the main implied voluntary risk can be retained, and the secondary implied voluntary risk can be integrated into comparative negligence, so as to give full play to its own institutional function.*

Keywords: *physical activities; from the risk; Tort liability; Comparative negligence*

At present, the development of all kinds of sports activities is increasingly prosperous, but based on the antagonistic characteristics of some competitive sports activities, sports participants are often faced with greater risk of victimization, so that infringement cases of all kinds of sports activities are common. In practice, in the face of all kinds of sports infringement cases, especially the cases of self-complacent risk in sports activities, the relevant legislation and judicature in our country have shown an unbearable situation of out of control of regulation and chaotic application. However, it is gratifying that Article 1176 (1) of the Civil Code reads, "If a person voluntarily participates in a sports and sports activity with certain risks and suffers damage due to the acts of other participants, the victim shall not request other participants to bear tort liability; However, the provision of "except for the intentional or gross negligence of other participants in the occurrence of damage" better reflects the positive response of the basic national law to this practical problem. Obviously, under the background of the implementation of the Civil Code, it is of great significance to further discuss the self-gratification risk, especially the self-gratification risk in sports activities, whether in terms of the correct application of the law or the promotion of the healthy development of sports activities.

1. Applicable premise: the connotation of self-satisfaction risk is defined

1.1. Understanding of basic concepts

Although there are many cases in judicial practice of our country that use voluntary risk in judgment, there is still no consensus on the concept of voluntary risk in theory. The so-called Assumption of Risk has also been studied. It is known as risk-taking, risk-taking, and voluntary risk-taking [1]. In comparative law, this is a widely recognized injurious party defense [2]. Concession to risk is thought to derive from the ancient Roman proverb "It is not illegal to consent" [3]. According to this, the self-connivance risk from the meaning of the text can be understood at least as: the injured party can predict the risk but is still willing to participate in the activity, if the damage is caused, the injured party shall bear the consequences.

1.2. American legal classification

According to the different behavior modes of the plaintiff to accept the risk, the American law can be divided into two types: the explicit self-satisfaction risk and the implicit self-satisfaction risk, among

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

which the implied self-satisfaction risk can be divided into the main implicit self-satisfaction risk and the secondary implicit self-satisfaction risk [4].

Specifically speaking, the first is the express self-satisfaction risk is usually in the form of a contract, the injured party expressly agrees to waive the right to claim damages. Among them, the form of contract is not limited to writing, and the contract concluded orally may also constitute self-satisfaction risk. The result is that the injured party, after the occurrence of the risk, voluntarily assumes the consequences and exempts the injurious party from responsibility. The second is the main implied risk, in such a way that the injured party can often recognize the existence of the risk and understand that the injurious party does not have a duty of care. The result is that the injured party commits the act voluntarily and bears the risk of damage of the act itself. The secondary implied self-condoning risk usually occurs in the form that the injurious party has a duty of care to the injured party and may breach the duty of care. The result is generally that the duty of care is not relieved by the injured party's willingness to face the risk. From this point of view, the difference between the main implied and the secondary implied risks lies in whether the injurer bears a duty of care.

1.3. Discrimination and analysis of relevant concepts

In fact, the boundary between self-satisfaction risk and other related concepts is not clear and clear, and there are many people who use it mixed in theory and practice. Of course, this does not mean that there is no significance and basis for the existence of risk, but we need to be clearly divided.

Consent of the injured party to the risk of self-acceptance. First of all, on the basis of legal theory, voluntary risk is derived from risk distribution, and the injured party is passive to bear negative risk; The consent of the injured party originates from the disposition of self-interest, which reflects the autonomy of will to some extent. Secondly, in terms of the nature of the behavior, voluntary risk can be understood as a kind of factual behavior in a more sense. Compared with the consent of the injured party, it requires less ability to consent. Consent by the injured party is a kind of quasi-legal act [5], which requires a higher ability of consent. The consent party should have a certain degree of understanding of the nature, degree and consequences of the other party's behavior. Finally, in terms of the content of consent, self-satisfaction risk can only predict the existence of risk, and the occurrence of damage is not certain. For example, it can not be clearly predicted in advance whether athletes' physical damage will be caused by physical confrontation in competitive sports activities. The consent of the injured party is based on knowing that the risk exists and even the damage brought by the risk is certain to occur. It can be said that the injured party "pursues" the clear damage result.

On self-complacent risk and comparative negligence. First of all, on the theoretical basis, self-acceptance of risk usually follows the idea of "all or nothing", thus producing an effect of free will to exempt the injurer from liability. Comparative negligence is more based on the rules of compensation for damages, which is essentially a kind of responsibility distribution to the size of the fault. Secondly, in the degree of cognition, self-acceptance of risk is a clear cognition of risk, which is an effective premise for taking responsibility. Comparative negligence does not require a clear understanding of the risk and focuses on the magnitude of the fault between the subjects. Finally, in terms of legal consequences, if the application of self-acceptance of risk can be applied, generally speaking, the injurer does not need to be held liable. In practice, it is often necessary to restrict the application field and review the duty of care. If comparative negligence can be applied, it is a reasonable distribution of liability for damages, not a complete exemption of one party's liability, but more of an effect of reducing one party's liability [6].

About self-complacent risk and fair liability. First of all, in terms of value orientation, self-acceptance of risk more reflects legal individualism [7], including two parts of private autonomy and one's own responsibility. It protects individual freedom to the greatest extent, which is the great embodiment of individual autonomy of will. Fair responsibility is more of a reflection of collectivism [8], mainly focusing on the reasonable distribution of losses, and more of a reflection of the traditional thought of "taking from the rich to give to the poor". Secondly, in terms of application conditions, there is no intentional or gross negligence in the injuring party who is willing to risk, but the general negligent injuring party can still be invoked. For example, the proviso of Article 1176 of the Civil Code "However, other participants have intentional or gross negligence except for the occurrence of damage", which explains this point. Thirdly, self-satisfaction risk is usually based on the inherent risk of the actor participating in the activities, such as the risk of physical damage caused by competitive sports itself. In the fair liability, neither party is at fault, and the existence of general negligence is regarded as the category of fault, which is not included in the discussion of fair liability. At the same time, the damage

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

in the fair liability is usually caused by behavior. Finally, in terms of the legal result, the risk of self-acceptance is generally exempt from the liability of the injurer, and the legal effect of the exemption is fundamental. Fair responsibility is the "compensation" for the loss of injured party, and it is a kind of loss sharing that stems from economic situation, damage degree place.

2. The Application of the Dilemma: The Judicial Judgment Is Unclear

As of December 3, 2020, the search of "self-willing risk", "self-willing risk" and "voluntary risk taking" on the Chinese referee document website shows that there are more than 400 cases of sports infringement in total. Under the background of previous legislation absence, since the risk in practice the application is not in the minority, but there is a problem is that the local court for since the legal basis, the system of risk value as well as with other legal system not very clear, understand the difference between the how to apply can't accurately, so that in the cases of infringement of sports since owned independent risk, mix for chaos.

2.1. Independent application of self-satisfaction risk

In some judicial decisions, courts have applied self-sufficiency risk independently, holding that the risk of personal injury in sports activities is determined by its objective nature, and therefore the victim should own up to the consequences of the injury. In this part of the case, the court generally first states what are the risks inherent in the specific physical activity in question, and then combines them

The ability of conduct of the parties concerned, the degree of expertise in sports activities and so on to make the final judgment. For example, in 2000, a hotel in Nanjing sued Liu and other personal injury compensation appeal case, the hotel organized a football team and a food city workers of the football team to compete. In the game, the hotel football team player Zheng in the food city football team player Liu Mou collided, Liu suffered serious bone injuries, Liu Mou sued to the court to require the relevant subject to bear the liability for personal damage. After hearing the case, the court of second instance held that the football game itself is a competitive sport, and Liu's voluntary participation in the game was a voluntary risk behavior, so it did not support his claim for compensation. For another example, in the case of disputes over Jia's right to life and right to health in 2014, when both sides were playing basketball, Zhang defended Jia's attack, causing Jia to fall to the ground and get injured. Later, Jia was sent to hospital for treatment due to serious injuries. The plaintiff Jia said that the defendant Zhang deliberately pushed and shoved to hurt himself, Zhang said that he was normal defense did not deliberately push and shoved, the two sides could not negotiate the results, after Jia will Zhang to the court. After the trial, the court believed that basketball is a competitive sport, and physical contact is inevitable. Since one is willing to participate in the sport, one should have the awareness of risk taking, so the plaintiff should bear the damage caused by it.

2.2. Self-satisfaction risk mixed application

In the above cases of independent application of voluntary risk, the court's judgment conforms to the "all or nothing" of legal liability in the voluntary risk system, which forms a sharp contrast with the allocation of the fault liability between the two parties in the above comparative negligence and the requirement of equitable liability to compensate the injured party based on the concept of fairness. However, the dilemma reflected by the judicial judgment is the mixed application of the self-gratification risk, that is, the mixed application of the self-gratification risk and other legal systems in some cases leads to the confusion of the application of legal norms. In fact, this is the biased result caused by the civil law paradigm criticized by scholars that "civil liability is victim-centered, civil judgment tends to protect the victim, and lays emphasis on the remedy of the victim" [9].

Take for example the mixed application of risk and fault. In a dispute over the right to life, health and body between Zhang and Su in 2014, Zhang invited Su to engage in an arm-wrestling match during working hours. Later, Zhang was injured in the match, and the two parties failed to negotiate and sued to the court. The court heard that Zhang invited Su to engage in an arm wrestling match, indicating that Zhang voluntarily involved in the risk, since the establishment of risk behavior, but Su as an adult to participate in the arm wrestling match at work is at fault. According to the principle of offsetting negligence, Zhang was ordered to assume 90% responsibility and Su to assume 10% responsibility.

Then take the mixed application of self-complacent risk and fair liability as an example. In 2018, in the case of a dispute between Jiang and a middle school affiliated to Beijing Normal University,

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

including the right to life, right to health and right to body, the plaintiff Jiang and the defendant Liu spontaneously came to the school playground to play football. In the process of playing football, they both fell to the ground. The plaintiff's left hand was injured and taken to the hospital for treatment. It was diagnosed as a comminuted fracture of the proximal phalanx of the left index finger. After the trial, the court believed that football had certain risks because of its antagonism, and the defendant did not commit a foul in the football activities between the two sides. The defendant shall not bear the tort liability according to the principle of willing to risk, but according to the principle of fairness, the defendant shall bear the compensation liability of 20% as appropriate.

Based on the above, the practice of self-satisfaction risk has both independent and mixed applicable experience. Due to the lack of unified institutional regulation, the discretion of the judge can be large or small in the specific application, especially in the context of the mixed application of voluntary risk and other systems, it can be said that the court "broke through" the liability rule of voluntary risk. However, it is questionable to interpret this "breakthrough" as a "local scheme adjustment" in the process of sinicization of risk, or as a "strategic compromise" made by the court in order to settle the dispute. In view of this, it is urgent to break through the ambiguous dilemma of self-willing risk in judicial application in order to achieve the effect of the unification of adjudication.

3. Applicable path: the theoretical boundary of the applicable scope

On May 28, 2020, the Third Session of the Thirteenth National People's Congress officially adopted the Civil Code. Seen from the provisions of Article 1176 of the Code, self-indulgence risk has become an independent defense. Since then, the application of voluntary risk rules after the official implementation of the Civil Code will be more extensive, more frequent and more specific. Although the officially adopted voluntary risk regulation is of more progressive significance compared with the provisions in the Draft Civil Code, there are no more operational rules after all, and its future application effect may not be as satisfactory as expected. We believe that in order to achieve the expected application path should be multifaceted, but first of all, we should pay attention to the boundary of the application scope of self-acceptance risk, which will contribute to the concretization of the application of self-acceptance risk.

3.1. The scope of the subject of voluntary risk

Compared with the stipulation on self-indulgence risk in the Second Draft of the Civil Code, the content stipulated in the officially adopted Civil Code is more scientific and reasonable. However, in spite of this, Article 1176 of the Civil Code does not specify the scope of "other participants". It is generally believed that sports activities mainly consist of a tripartite structure of organizers, athletes and spectators. In practice, in view of the organizer's staff can generally go through the procedure of work-related injury, the organizer's staff will not be focused on the discussion of the injury, the following mainly discuss the athletes, spectators two sides of the problem of injury.

Types of injuries caused by athletes and spectators. In many common cases, athletes and spectators are both participants of sports activities, and most of the damages suffered by both are caused by athletes. Therefore, the injury types can be mainly divided into two types: athlete to athlete injury and athlete to spectator injury. In this process, although there are two kinds of victims, but the harm side is the same, that is, athletes. Therefore, some scholars believe that "it should be considered in combination with both subjective and objective criteria" [10], that is, this criterion can be understood from the subjective duty of care and the objective rules of the game.

The subjective standard is usually reflected in whether the athletes fulfill the duty of care. For example, in football, players realize that their passing, shooting and other actions may hurt players and spectators. Under this premise, there is no violation of duty of care in competitive matches under the conditions of good vision and good condition. On the contrary, if the vision is not clear and the condition is not good, the game can be considered as a subjective violation of the duty of care. As for the objective criteria, it is usually reflected in whether the athletes have violated the rules of the game. It is generally believed that the rules of the competition are relatively unified and stable in a certain time and space, and are known by the organizers, athletes, spectators and other subjects. At this point, if the athletes infringe on the athletes and spectators in the sports activities, all parties can judge whether the athletes violate the rules of the game as an objective judgment standard. In this case, if the athlete does not breach the duty of care and does not violate the rules of the competition, he can plead by invoking his own risk, and vice versa.

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

Types of infringement caused by the organizer to athletes and spectators. From the perspective of practical case analysis, this paper mainly discusses how to take responsibility when the organizer infringes on the athletes and spectators. To this issue, the organization is not to invoke the risk defense from Gan. At this time, it is necessary to judge whether the organization has violated the provisions of security obligation, that is, Article 1198 of the Civil Code. In practice, the organization is often the party with the advantage and has a stronger economic strength to guarantee the safety of the site, and usually needs to fulfill the security guarantee obligation. At the same time, because the risk degree of all kinds of sports is different, we should make the corresponding judgment according to the specific sports activity type.

Such as boxing, F1 race, a baseball game compared to e-sports game badminton game, snooker competition, higher requirements for protective measures of common, can follow the industry standard or habit, take the general rational person standard to judge whether the protective measures of qualified, and issued by the appraisal opinions shall be supplemented by professional comprehensive judgement. It is generally believed that sports activities such as boxing, F1 and baseball put forward higher requirements for the protection obligations of the organizer. In the process, if the organizer fails to fulfill its security obligations, such as the violation of athletes and spectators caused by the lack of protective net protection, the random installation of booths near the competition venue, the stampede of personnel caused by poor management, etc., the organizer shall assume the responsibility of security. On the contrary, if the organizer fulfills the responsibility of the security obligatory, such as setting up a high safety net, reasonably planning the competition venue, scientifically and orderly organizing the personnel of all parties and other measures, the organizer shall not be held responsible. Therefore, if the organizing party in sports cannot prove that it has fulfilled the security obligation, it should assume the tort liability in accordance with Article 1198, and it should not invoke the self-satisfaction risk defense.

3.2. The scope of the field in which one accepts the risk

As mentioned earlier, the discussion of the subject scope of self-acceptance risk addresses to some extent the question of "who" can invoke the self-acceptance risk rule. The discussion on the scope of self-acceptance risk further clarifies that "what matters" belongs to the category that self-acceptance risk can be regulated, which is also a specific exploration of the provisions in Article 1176 of the Civil Code.

Self-satisfaction risk should be limited to the field of recreational and sports activities. The second draft of the Civil Code originally stipulates that self-acceptance risk applies to "voluntary participation in dangerous activities". In view of this, some scholars put forward that "having dangerous activities"The text of the activity is too broad, which forms a large scope of concurrence with special tort rules "[11]. Comparatively speaking, the provisions of "voluntary participation in sports and sports activities with certain risks" in the Civil Code after it was officially adopted have alleviated the embarrassment of the above-mentioned problems to a certain extent. The "certain risk" here is limited to the field of "recreational and sports activities", which is more appropriate to avoid the concurring of a wide range of laws and properly deal with practical issues. Therefore, since the risks are "recreational and sports activities", it means that these risks do not come from other recreational activities, such as parties and bus rides, etc., cannot be applied (otherwise, the original regulatory significance of this provision will be lost), so as to try to solve the abuse of provisions, judicial discrepancy and other problems.

Self-satisfaction risk should be limited to competitive sports activities. Applying self-acceptance risk to the field of cultural and sports activities is the first step to concretization. However, in real life, there are many kinds of cultural and sports activities with different forms, and not all kinds and forms can properly solve the problem by applying this provision. For example, badminton, e-sports, Go and other players have a low level of physical confrontation, and it is generally difficult to reach a level that can be called "risky activities". At this point, if the defense of self-acceptance risk is invoked in such cases, on the one hand, it is difficult to play the inherent function and institutional value of self-acceptance risk, and on the other hand, it erodes the application of other rules. Therefore, in typical competitive sports activities such as football and basketball, there is a high possibility of damage caused by the collision between athletes, so it is more reasonable to solve the damage caused by "risky activities" by invoking the self-satisfaction risk rule.

It is worth noting that, even if it is a competitive sports activity, not all the risks suffered by the participants can be solved by invoking the self-satisfaction risk. It must be confirmed whether the risk belongs to the inherent risk of the activity, otherwise there is no applicable space. For example, when

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

an athlete hits a throwaway ball during the warm-up before a game and causes an eye injury to an audience, or when an athlete is obstructed by a peddler or a mascot and causes an eye injury to an audience, it cannot be applied at his own risk because the two sides are not in the "competitive" state of the same activity. Accordingly, cannot "one size fits all" ground boldly quotes from willing to risk defense (otherwise excessive restriction individual activity freedom), this kind of circumstance can delimit fault liability to solve.

Commit to risk shall be limited to tort law domain. It is not difficult to see from the classification of self-complacent risk in the above-mentioned American law that the United States uses the idea of contract law to deal with self-complacent risk. For this issue, some scholars once said that "it is not appropriate to use the idea of contract law to deal with the tort law, because the thinking logic of contract law is completely different from that of tort law" [12]. It is generally believed that the core of contract law is to respect the autonomy of the parties and the core of tort law is to share the loss. Therefore, the core problem to be solved in the sense of tort law is how to share the loss. Therefore, by referring to the existing and relatively mature system of the tort law in China, the loss sharing rules can be determined through the evaluation of the parties' behaviors, which may be more logical and consistent between the tort law provisions.

4. Future orientation: decomposition and integration under the application of typing

As known above, the American law divides the self-gratification risk into three categories, namely, the explicit self-gratification risk, the main implicit self-gratification risk, and the secondary implicit self-gratification risk. In the process of compiling the Civil Code, many scholars had heated discussions on this basis. For example, some people believe that the existing types of self-complacent risk can be absorbed by the comparative negligence system [13], and some people believe that the self-complacent risk rule is indispensable and has its independent institutional significance [14]. After the adoption of the Civil Code, it will be an inevitable trend for the rule of self-acceptance risk to be widely cited in practice. We believe that, on the basis of sorting out and summarizing the viewpoints of scholars from various schools, classifying voluntary risk and integrating it into different rules may help to achieve a better connection between the application of voluntary risk and the existing tort laws and regulations.

4.1. It is still necessary for the express self-satisfaction risk to exist independently

As is known from the foregoing, the injured party expressly waives the right of claim for damages and the injurious party is thus exempted from the liability for compensation to the injured party. Many scholars believe that this type of self-satisfaction risk can be absorbed by the victim's consent, so there is no room for self-satisfaction risk. However, as mentioned above, it may not be appropriate to use contract law thinking to deal with the problem of tort law, which is contrary to the basic idea of sharing the loss of tort law. Therefore, from the perspective of tort law, the explicit risk of self-satisfaction cannot be mechanically placed under the consent rule of the injured party, which is not only difficult to realize the self-consistency of the tort rule system, but also restricts the freedom of behavior of sports participants.

4.2. The main implied self-satisfaction risk is still necessary to exist independently

Similarly, there is no fault on the part of the injured party who voluntarily participates in the activity and does not violate any duty of care on the part of the injurious party at the main implied risk. In practice, the attitude towards this kind of problem is ambiguous, and most cases mainly refer to the fair responsibility. However, both parties applying fair liability are not at fault. Even if the application of fair liability can properly compensate part of the loss of the injured party, the other party with no fault has to pay for its own no-fault behavior, so fair liability is not fair. In particular, the economic strength of both parties and other aspects of the case "equal", if according to this application is slightly appropriate. At this point, the significance of the existence of the main implied risk of complacency is highlighted.

4.3. The secondary implied self-satisfaction risk is absorbed by comparative negligence

In the secondary implied voluntary risk, the injurious party's breach of the duty of care does not exempt the voluntary participant from the liability for compensation. In this case, the injurious party has indeed violated the duty of care. In this case, if the injurious party invents the self-willing risk

ISSN 2706-6827 Vol. 3, Issue 5: 9-15, DOI: 10.25236/IJFS.2021.030502

defense, "it is connivance to the non-fulfillment of the duty of care, which does not conform to the ethical basis of the orthonormalism of tort liability law" [15]. At this time, the secondary implied self-satisfaction risk should be included into the comparative negligence for regulation, and the reasonable loss sharing should be carried out through comprehensive consideration of the fault size of both parties, which can better achieve the effect of tort law correction and justice.

5. Conclusion

The confirmation of self-satisfaction risk in the Civil Code makes up the legal blank in a large sense, and its progressive significance is obvious. However, the provisions of Article 1176 are still more principled and macro, which is not conducive to the targeted solution of specific problems in practice. Especially given the risk of abuse of the provision, one of the ways to curb its abuse is to first clarify the scope of application of the provision. At the same time, based on the different classification of self-complacent risk and considering its type characteristics, it is applied to the type, that is, except the secondary implicit self-complacent risk is absorbed by comparative negligence, the explicit and the main implicit self-complacent risk still have their independent institutional space. Of course, in order to ensure the correct application of self-complacent risk rules in sports infringement cases, the above contents are still very limited, and continuous attention should be paid in the future, in order to better achieve the dynamic balance between the reasonable regulation of tort law and the healthy development of sports undertakings.

References

[1] Tang Linyao. The Self-congenial Risk Rule of Civil Code from the Comparative Perspective [J]. Jiangxi Social Sciences, 2020(10).

[2] Christian von Baal. European comparative tort law (second volume)[M]. Beijing: Law Press,2011.

[3] Zheng Yubo. Legal Proverbs (I)[M]. Beijing: Law Press,2007.

[4] Xu Chuanxi. Restatement of Tort Law (Second Edition): Provisions [M]. Beijing: Law Press,2012.

[5] Wang Zejian. Tort Behavior [M]. Beijing: Peking University Press,2016.

[6] Zhang Xuejun. Historical Evolution and Enlightenment of Comparative Negligence System in American Tort Law [J]. Politics and Law, 2010(4).

[7] Wang Chuancai. Self-risk Rule: Death or Rebirth? [J]. Journal of Applied Mathematics and Computation, 2009(5).

[8] Cheng Xiao. Tort Liability Law (Second Edition)[M]. Beijing: Law Press, 2015.

[9] Han Yong. Sport Self-Consciousness Risk in Civil Code [J]. Sport and Science,2020(4).

[10] Qian Xuefeng, Tian Yin. Study on the type and value of self-satisfaction risk in American sports [J]. Journal of Chengdu University of Physical Education,2018(5).

[11] Zhou Xiaochen. On the tort law system of the phenomenon of victims willing to take risks [J]. Contemporary Law,2020(2).

[12] Zhou Xiaochen. On the tort law system of the phenomenon of victims willing to take risks [J]. Contemporary Law, 2020(2).

[13] Wang Liming. On the victim's willingness to take risks [J]. Comparative Law Research, 2019(2).

[14] Ning Jia. Judicial Determination of Tort Liability in "Donkey Friends" Accident Dispute [J]. Journal of Shanghai University of Political Science and Law (Collection of Legal Theories), 2016(3).

[15] Duan Xiping. Research on the irreplaceability of self-willing risk in sports infringement [J]. Theoretical observation, 2018(7).