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The Legal Protection of Athletes against Forced Participation: Consent, Contractual Power, and Institutional Authority in Indonesian Sport

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Abstract

Athletes may experience pressure to participate in competitions despite physical injury, psychological distress, inadequate recovery, or personal objections. Such pressure may originate from coaches, clubs, federations, sponsors, or contractual obligations and may create serious concerns regarding bodily autonomy and athlete welfare. This article examines the legal protection of Indonesian athletes against forced participation in sporting activities. Employing a normative juridical approach, the study analyzes consent, contractual power, duty of care, occupational safety, and sports governance principles. The research argues that contractual obligations cannot automatically justify compelling an athlete to undertake activities that create unreasonable risks to physical or psychological well-being. Athlete consent should remain meaningful and should not be undermined by threats of financial penalties, selection exclusion, contract termination, or career-related retaliation. The article proposes a regulatory framework establishing minimum standards for medical clearance, injury disclosure, refusal rights, independent medical assessment, and protection against retaliation. The framework should also distinguish legitimate performance expectations from coercive conduct. Recognizing athletes' bodily autonomy would strengthen the legal foundation of athlete welfare and limit excessive institutional control. A rights-based approach to participation would ensure that competitive objectives do not override fundamental protections for health, dignity, and personal autonomy in Indonesian sport.

[*Atlet mungkin mengalami tekanan untuk berpartisipasi dalam kompetisi meskipun mengalami cedera fisik, tekanan psikologis, pemulihan yang tidak memadai, atau keberatan pribadi. Tekanan tersebut dapat berasal dari pelatih, klub, federasi, sponsor, atau kewajiban kontraktual dan dapat menimbulkan kekhawatiran serius terkait otonomi tubuh dan kesejahteraan atlet. Artikel ini mengkaji perlindungan hukum atlet Indonesia terhadap pemaksaan partisipasi dalam kegiatan olahraga. Dengan menggunakan pendekatan yuridis normatif, penelitian ini menganalisis persetujuan, kekuatan*

kontraktual, kewajiban untuk berhati-hati, keselamatan kerja, dan prinsip-prinsip tata kelola olahraga. Penelitian ini berpendapat bahwa kewajiban kontraktual tidak dapat secara otomatis membenarkan pemaksaan atlet untuk melakukan aktivitas yang menimbulkan risiko yang tidak wajar terhadap kesejahteraan fisik atau psikologis. Persetujuan atlet harus tetap bermakna dan tidak boleh dirusak oleh ancaman sanksi finansial, pengucilan seleksi, pemutusan kontrak, atau pembalasan terkait karier. Artikel ini mengusulkan kerangka kerja regulasi yang menetapkan standar minimum untuk izin medis, pengungkapan cedera, hak penolakan, penilaian medis independen, dan perlindungan terhadap pembalasan. Kerangka kerja tersebut juga harus membedakan antara harapan kinerja yang sah dan perilaku yang memaksa. Pengakuan terhadap otonomi tubuh atlet akan memperkuat landasan hukum kesejahteraan atlet dan membatasi kontrol institusional yang berlebihan. Pendekatan berbasis hak terhadap partisipasi akan memastikan bahwa tujuan kompetitif tidak mengesampingkan perlindungan mendasar terhadap kesehatan, martabat, dan otonomi pribadi dalam olahraga di Indonesia.]

Keywords: Athlete autonomy, informed consent, forced participation, duty of care, athlete welfare

Introduction

Professional sport is commonly presented as an environment in which athletes voluntarily accept physical risk in pursuit of competitive objectives. The existence of consent, however, does not mean that every decision to participate is legally or ethically voluntary. Athletes operate within institutional structures in which coaches determine selection, clubs control contracts and remuneration, federations regulate eligibility, sponsors influence commercial expectations, and competition schedules create substantial economic incentives. These relationships may generate pressure to compete while injured, return before adequate rehabilitation, conceal symptoms, or accept medical risks that would otherwise be rejected. The legal problem therefore concerns the distinction between legitimate sporting risk and institutional coercion. Consent to participate in sport should not be interpreted as unlimited consent to every foreseeable or unforeseeable medical risk. Modern sports governance increasingly recognizes that participation must occur within safe environments and that sporting organizations possess responsibilities toward athlete welfare. The UNESCO International Charter specifically requires protection of participants' physical, psychological, and social well-being and recognizes the need to address harmful practices and psychological pressures in sport (UNESCO 2015).

The Indonesian legal framework provides several potentially overlapping sources of protection, although none establishes a comprehensive statutory doctrine specifically addressing forced participation by professional athletes. Law

Number 11 of 2022 concerning Sports constitutes the principal sports-specific framework and places athlete protection within the broader objectives of safe, equitable, and sustainable sporting activity. The legislation should be read together with general civil-law principles, constitutional guarantees of human dignity and personal security, health law, and employment protection where the athlete's relationship with a club satisfies the characteristics of employment. Law Number 17 of 2023 concerning Health is especially significant because Article 293 establishes that individual health services require consent after adequate information concerning diagnosis, indications, risks, alternatives, and prognosis. Law Number 13 of 2003 concerning Manpower, as subsequently amended, also recognizes occupational safety and health as components of worker protection. These norms provide a legal basis for arguing that the athlete's contractual obligation to perform cannot automatically override bodily autonomy and health protection.

Previous scholarship has examined athlete autonomy primarily through sports medicine and ethics rather than through the combined perspective of Indonesian sports law, employment law, and contract law. Bunch and Dvonch emphasize that informed consent in sports medicine is grounded in the individual's autonomy to make decisions consistent with personal values and goals (Bunch and Dvonch 2004). Podlog and Eklund demonstrate empirically that greater self-determination positively affects athletes' psychological responses when returning to competition after serious injury (Podlog and Eklund 2010). Tenforde and Fredericson similarly identify autonomy and shared decision-making as important components of return-to-play decisions (Tenforde and Fredericson 2015). Meanwhile, Testoni et al. identify conflicts of interest experienced by sports physicians who must reconcile obligations to clubs with duties to individual athletes (Testoni et al. 2013). These studies establish a strong normative foundation but do not fully resolve whether institutional pressure to participate can constitute a legally actionable violation under Indonesian law.

The existing literature concerning Indonesian sports law has also increasingly addressed athlete welfare, contractual protection, and civil rights. Saputra and Tohari argue that Indonesia's sports framework historically failed to provide sufficiently comprehensive protection for athlete welfare (Saputra and Tohari 2023). jrssem.publikasiindonesia.id More recent research identifies contractual exploitation, unfair treatment, and inadequate protection following injury as continuing concerns in competitive sport (Wulandari, Snanfi, and Sanggenafa 2025). Yustyana et al. similarly identify gaps in long-term welfare protection for athletes under Law Number 11 of 2022 (Yustyana et al. 2024). However, a specific doctrinal analysis of forced participation remains underdeveloped. The research gap lies particularly in connecting informed consent and bodily autonomy with contractual power, occupational safety, institutional authority, and legal remedies. This article addresses that gap by conceptualizing forced participation not merely

as an ethical problem but as a potential violation of contractual fairness, health rights, duty of care, and athlete autonomy.

This study employs normative juridical research using statutory, conceptual, and comparative approaches. The statutory approach examines the 1945 Constitution of the Republic of Indonesia, Law Number 11 of 2022 concerning Sports, Law Number 17 of 2023 concerning Health, Law Number 13 of 2003 concerning Manpower as amended by Law Number 6 of 2023, Law Number 1 of 1970 concerning Occupational Safety, and Government Regulation Number 28 of 2024. The conceptual approach analyzes informed consent, bodily autonomy, coercion, contractual inequality, duty of care, proportionality, and legitimate institutional authority. The comparative approach considers international sports governance, medical ethics, sports-medicine scholarship, and foreign approaches to athlete safety and return-to-play decisions. The research is doctrinal rather than empirical; it does not attempt to measure the frequency of forced participation in Indonesian sport. Its purpose is instead to construct a coherent legal framework for evaluating when institutional pressure to participate exceeds legitimate sporting authority.

The contribution of this article is to propose a rights-based legal framework under which an athlete's contractual commitment to perform is treated as legally subordinate to minimum protections concerning bodily integrity and health. The article argues that participation clauses cannot be interpreted as blanket waivers of medical autonomy. Where participation creates a serious and unreasonable risk of harm, an athlete should possess a legally protected right to refuse participation without retaliation, subject to appropriate medical and contractual procedures. The article further proposes that decisions concerning medical fitness should not be controlled exclusively by coaches, club executives, sponsors, or federation officials whose interests are connected to competitive outcomes. Instead, independent medical assessment, informed consent, documentation of medical risk, and procedural protection against retaliation should form the minimum safeguards. This approach does not eliminate the legitimate authority of sports organizations. It establishes boundaries within which that authority may lawfully operate.

Bodily Autonomy, Consent, and the Legal Meaning of Voluntary Participation

The principle of bodily autonomy provides the strongest normative foundation for protecting athletes against forced participation. Autonomy requires recognition of an individual's authority to make fundamental decisions concerning the use and protection of their body. In ordinary medical relationships, consent is not satisfied by obtaining a formal signature; it requires sufficient information, capacity, voluntariness, and an opportunity to make a meaningful choice. Bunch and Dvonch explain that informed consent reflects the autonomy of a person to make decisions consistent with personal goals and values (Bunch and Dvonch 2004). This principle

is especially important in professional sport because athletic participation routinely involves physical risk. An athlete may voluntarily accept ordinary competitive risks, but such acceptance cannot logically constitute consent to medical treatment or participation under conditions that the athlete has not been adequately informed about. Consequently, contractual consent to play should be distinguished from medical consent and from consent to assume unreasonable risks created by institutional pressure.

Indonesian health law strongly reinforces this distinction. Article 293 of Law Number 17 of 2023 provides that individual health services must obtain consent after the patient receives adequate information regarding diagnosis, indications, the proposed intervention, potential risks and complications, alternative actions, risks of refusing treatment, and prognosis. pusatkrisis.kemkes.go.id Although the provision primarily regulates healthcare relationships rather than sporting participation, its normative implications for athlete welfare are substantial. A club cannot legitimately transform a medical decision into a purely contractual decision by requiring an athlete to sign a general waiver. If an athlete is injured and a medical decision is necessary to determine whether participation is safe, the relevant decision should be based upon informed medical assessment and meaningful consent. The legal significance of Article 293 is therefore not that every sporting decision becomes a medical procedure, but that sporting institutions cannot lawfully disregard the autonomy principles embedded within the health system when participation depends upon medical intervention or clearance.

Consent is also legally questionable where economic or institutional pressure deprives an athlete of a realistic alternative. A professional athlete may technically have the ability to refuse participation while practically facing salary reduction, contract termination, exclusion from selection, loss of sponsorship, or damage to career prospects. Such circumstances do not automatically establish legal coercion because professional relationships necessarily contain consequences for contractual performance. Nevertheless, the existence of formal choice should not be confused with substantive voluntariness. Contract theory recognizes that consent may be affected by unequal bargaining power, especially where one party possesses substantially greater economic and institutional control. In sports, this imbalance may be intensified by the short duration of athletic careers and the scarcity of alternative employment opportunities. The relevant legal inquiry should therefore examine whether the athlete's decision resulted from genuine agreement or from an institutional threat sufficiently severe to undermine meaningful choice.

The ethical literature concerning return to sport supports this distinction. Podlog and Eklund found that self-determination significantly affects athletes' psychological responses to returning after serious injury, indicating that autonomy is not merely an abstract moral value but has practical implications for rehabilitation and competitive readiness (Podlog and Eklund 2010). A systematic review similarly found that autonomy, competence, and relatedness are associated with return-to-sport outcomes following injury (Ardern et al. 2012). These findings

have legal relevance because a decision-making environment that systematically discourages athletes from expressing pain, refusing participation, or requesting additional rehabilitation may compromise both health and voluntariness. A rights-based legal system should therefore regard the athlete's participation decision as an autonomous act requiring meaningful information and freedom from improper retaliation rather than as a simple consequence of contractual obedience.

The protection of autonomy does not mean that athletes possess an absolute right to participate whenever they choose. Sports organizations have legitimate interests in protecting other competitors, preserving competition integrity, satisfying eligibility requirements, and preventing an athlete from competing where participation would create serious foreseeable risks. A physician may therefore legitimately determine that an athlete should not participate even where the athlete wishes to do so. Piantanida et al. emphasize that return-to-play decisions involve competing principles of autonomy, beneficence, and non-maleficence and should center on the athlete's welfare (Piantanida et al. 2004). The proper legal model is consequently not unlimited athlete discretion but shared decision-making bounded by professional medical standards. The athlete should control whether to accept medically reasonable participation, while medical professionals should retain independent authority to identify unacceptable health risks. Coaches and club executives should not substitute competitive interests for medical judgment.

Contractual Power and the Limits of Institutional Authority

The contractual relationship between an athlete and a club creates a second dimension of the problem. A contract ordinarily creates reciprocal obligations: the club provides remuneration, facilities, training, medical support, and other benefits, while the athlete provides sporting services subject to agreed conditions. Participation clauses may therefore be legitimate because professional sport requires athletes to attend training, participate in competitions, follow tactical instructions, and maintain appropriate fitness. The legal difficulty begins when such clauses are interpreted as giving clubs unlimited authority over the athlete's body. A contractual obligation to perform cannot reasonably be understood as a permanent waiver of rights concerning health, dignity, and physical integrity. General principles of Indonesian contract law require agreements to be performed in good faith, while the validity of contractual obligations remains subject to mandatory legal norms and public policy. Accordingly, a participation clause should be interpreted consistently with statutory protections rather than in isolation from them.

The doctrine of contractual freedom cannot justify unlimited institutional control. Indonesian civil-law doctrine recognizes freedom of contract, but contractual freedom operates within boundaries established by law, morality, public order, and the nature of the contractual relationship. In the sporting context, these limits are particularly important because athletes may have considerably less

bargaining power than clubs and federations. Wulandari, Snanfi, and Sanggenafa identify contract exploitation, unfair treatment, and inadequate protection relating to athlete injuries as issues requiring stronger civil-law protection in Indonesia (Wulandari, Snanfi, and Sanggenafa 2025). The implication is that formal contractual agreement should not automatically determine the legality of every institutional demand. A clause requiring participation despite medically documented risk may be challengeable where its enforcement conflicts with statutory health protections, good faith, or the club's duty to protect the athlete.

The employment dimension strengthens this argument where professional athletes qualify as workers under Indonesian law. Law Number 13 of 2003 regulates fundamental employment protections, including occupational safety and health, working conditions, rest, remuneration, and welfare. Law Number 6 of 2023 subsequently established amendments arising from the Job Creation framework. Although professional sport possesses distinctive characteristics, there is no convincing legal reason to conclude that the existence of a sporting contract automatically excludes an athlete from basic occupational safety principles where an employment relationship exists. The sporting context may justify specialized standards, but specialization should supplement rather than eliminate worker protection. Consequently, a club requiring an employee-athlete to perform while exposing the athlete to unreasonable health risks may potentially engage employment-law principles in addition to contractual and tortious liability.

Law Number 1 of 1970 concerning Occupational Safety provides an older but still relevant statutory foundation for the proposition that work must be organized with attention to safety and health. The statute remains in force and forms part of Indonesia's occupational-safety framework. Professional sport differs from ordinary industrial work because physical risk is intrinsic to many sporting activities. Yet this difference does not eliminate the employer's duty to manage preventable risks. The distinction should instead be drawn between inherent risks that are integral to lawful competition and additional risks created by negligent management. A football tackle, collision, or ordinary muscular strain may constitute inherent sporting risks, whereas compelling an athlete with an objectively diagnosed injury to participate without appropriate clearance may constitute an avoidable institutional risk. The legal analysis should therefore focus upon foreseeability, preventability, medical knowledge, and the reasonableness of the institution's conduct.

The duty of care owed by coaches and clubs further limits institutional authority. Partington demonstrates that ordinary negligence principles apply to sports coaching and that coaches may be required to adopt objectively reasonable and justifiable practices when interacting with athletes (Partington 2016). Tandfonline This principle is particularly important where coaches possess substantial influence over selection and playing time. A coach who knowingly pressures an injured athlete to compete may contribute to foreseeable harm even if the athlete ultimately enters the field voluntarily. The legal assessment should

therefore consider not only the athlete's formal consent but also the institutional circumstances surrounding that consent. Where coaches threaten selection consequences, discourage medical reporting, or minimize injury symptoms, the athlete's apparent agreement may provide weak evidence of genuine voluntariness. Institutional conduct must be evaluated independently of the athlete's eventual decision.

Comparative sports governance increasingly recognizes this institutional dimension. World Athletics' safeguarding framework, for example, emphasizes the responsibility of sporting institutions to prevent abuse, harassment, and exploitation and to create safe environments in which participants can pursue sporting objectives with dignity and respect (World Athletics 2024). The relevance for Indonesia is conceptual rather than directly binding: sports organizations should not understand athlete protection as merely an individual responsibility. Institutional structures can create conditions in which athletes feel unable to refuse participation. Safeguarding should therefore include protection against organizational practices that exploit contractual dependence or professional vulnerability. Such a model would redefine institutional authority as fiduciary-like or protective in character, requiring clubs and federations to exercise their powers consistently with athlete welfare.

Medical Authority, Injury, Mental Health, and Return-to-Play Decisions

The allocation of decision-making authority between athletes, physicians, coaches, and clubs is central to preventing forced participation. Historically, coaches and team administrators have sometimes exercised substantial influence over return-to-play decisions because competitive outcomes depend upon athlete availability. Flint and Weiss found that coaches' decisions concerning injured athletes could be influenced by player status and the competitive situation, whereas athletic trainers were less affected by those factors (Flint and Weiss 1992). This research illustrates an institutional conflict of interest: the person responsible for winning competitions may not be the appropriate person to determine whether participation is medically safe. Indonesian sports governance should therefore separate competitive selection decisions from medical fitness determinations. A club may determine whether it wants an athlete to play, but it should not possess unilateral authority to determine whether the athlete is medically capable of doing so.

Medical independence is particularly important because physicians employed by teams can face conflicting obligations. Testoni et al. explain that sports physicians may experience tensions between obligations to the club and obligations to the individual athlete, especially concerning confidentiality, informed consent, and paternalistic decision-making (Testoni et al. 2013). A legally sound framework should therefore require team physicians to prioritize professional medical judgment and athlete welfare rather than competitive interests. The club

may receive information necessary to administer employment and competition requirements, but the athlete's medical information should not become an unrestricted organizational asset. Medical clearance should be based upon professionally justified criteria and should be documented independently from managerial decisions. Where a conflict of interest is substantial, an independent physician or medical panel should be available to provide a second opinion.

Return-to-play decisions illustrate why autonomy must coexist with professional safeguards. Tenforde and Fredericson emphasize shared decision-making in return-to-play contexts, while Vannatta's analysis of return-to-sport ethics demonstrates that apparently straightforward medical decisions can involve competing moral considerations (Tenforde and Fredericson 2015; Vannatta 2024). The athlete's preferences, competitive goals, medical condition, rehabilitation progress, and potential long-term consequences must be considered. Yet shared decision-making does not mean that the athlete's desire to compete automatically prevails. Where medical evidence demonstrates a substantial risk of serious harm, the institution may have a protective duty to prohibit participation. The proper legal standard should therefore require documented medical reasoning, consideration of athlete preferences, proportionality between risk and restriction, and review by an independent professional where disagreement exists.

Concussion provides an especially clear illustration of the need for protective decision-making. Legal and ethical scholarship concerning sports-related concussion emphasizes education, removal from play, medical evaluation, and clearance before return to competition (Kerr et al. 2014). The legal significance of such protocols is that certain health risks cannot be delegated entirely to athlete choice because symptoms may impair judgment or because the consequences of continued participation may be severe. A club that allows or encourages an athlete to compete despite a medically identified serious risk may therefore breach its duty of care even if the athlete insists upon playing. The principle should be generalized cautiously: not every injury justifies mandatory exclusion, but injuries carrying substantial and foreseeable risks require heightened institutional protection. The law should therefore distinguish between autonomy in accepting ordinary sporting risk and autonomy exercised under conditions of medically significant vulnerability.

Mental health requires equal recognition within the legal framework. The International Olympic Committee consensus statement on mental health in elite athletes recognizes that elite sport can involve psychological pressures and that mental health should form part of athlete healthcare rather than being treated as peripheral to performance (Reardon et al. 2019). This is particularly relevant where an athlete experiences anxiety, depression, burnout, trauma, severe stress, or other psychological distress but is pressured to compete because the injury is not physically visible. A legal framework focused exclusively on physical injury would reproduce a false distinction between bodily and psychological welfare. The athlete's right to refuse participation should therefore extend to circumstances in

which competent medical assessment identifies significant psychological risks. Clubs should also establish confidential mechanisms through which athletes can report mental-health concerns without fear of selection retaliation or contractual punishment.

The distinction between medical incapacity and legitimate performance management is essential. A club may legitimately require an athlete to maintain fitness, comply with rehabilitation, attend training, and satisfy objective performance standards. Such requirements do not ordinarily constitute coercion because they concern the athlete's contractual obligations. The legal problem arises where performance management becomes a mechanism for overriding medically relevant objections. For example, an athlete may lawfully be required to follow a rehabilitation program, but should not be compelled to compete merely because a competition is commercially important. The same principle applies to sponsors and federations. Commercial obligations may affect scheduling and promotional activities, but they cannot reasonably supersede mandatory health protections. Institutional objectives should therefore be ranked according to a hierarchy in which health and bodily integrity establish non-negotiable minimum limits upon performance authority.

Toward a Rights-Based Framework for Preventing Forced Participation

Indonesian sports law should develop a specific regulatory framework establishing a protected right to refuse participation where medically justified risks exceed acceptable sporting risks. The framework should begin with a statutory or regulatory recognition that athletes possess bodily autonomy and that participation in professional sport does not constitute a general waiver of health rights. Law Number 11 of 2022 provides an appropriate foundation for such development because the sports system already recognizes athlete welfare and the responsibilities of sporting organizations. The framework should then be supplemented through implementing regulations or sport-specific standards addressing medical clearance, injury reporting, return-to-play procedures, mental-health protection, and institutional retaliation. This would transform general legal principles into operational obligations capable of being applied by clubs, federations, medical teams, and dispute-resolution bodies.

Medical clearance should constitute an institutional safeguard rather than a procedural formality. Where an athlete suffers a potentially significant injury, participation should be preceded by an assessment conducted by a qualified medical professional independent from competitive decision-making. The assessment should identify the diagnosis, risks of participation, expected rehabilitation requirements, and reasonable alternatives. Law Number 17 of 2023 provides a useful normative analogy because it requires adequate medical information before consent is given, including risks, alternatives, and prognosis.

The same logic should inform sports participation. An athlete cannot make a meaningful decision if the institution withholds material information concerning medical risks. The regulatory framework should therefore require written documentation of significant medical decisions and preserve the athlete's right to obtain an independent second opinion.

The right of refusal should also be accompanied by anti-retaliation protection. Without such protection, the formal right to decline participation may be practically meaningless. An athlete who knows that refusing to play will result in termination, exclusion from selection, reduction of remuneration, loss of sponsorship, or reputational punishment may reasonably perceive participation as compulsory. The legal framework should therefore prohibit retaliation where refusal is based upon a medically documented condition or a reasonable and good-faith health concern. Protection should not prevent clubs from imposing legitimate consequences for unrelated contractual misconduct. Rather, the burden should be placed upon the institution to demonstrate that adverse action was based on legitimate sporting or contractual grounds rather than punishment for exercising a protected health right.

The concept of proportionality can provide the appropriate mechanism for resolving disputes between athlete autonomy and institutional interests. A club restriction may be legitimate where it pursues athlete safety or competition integrity, but the restriction should be suitable, necessary, and proportionate to the risk identified. Conversely, a demand that an athlete participate should be regarded as increasingly difficult to justify as the medical risk becomes more serious and foreseeable. This framework prevents both extremes. It avoids treating athletes as completely autonomous consumers who can disregard medical risks affecting themselves or others, while also preventing clubs from exercising unrestricted paternalistic authority. Proportionality therefore allows sports governance to preserve legitimate institutional interests without permitting those interests to become a general justification for overriding bodily autonomy.

Dispute resolution should be accessible, rapid, and independent because sports decisions are highly time-sensitive. An athlete who is excluded from a competition because of medical concerns may need a decision within days rather than months. Conversely, an athlete pressured to compete may require immediate protection before irreversible harm occurs. Existing sports-dispute mechanisms should therefore incorporate emergency procedures for medical participation disputes. An independent medical panel or sports tribunal could issue interim decisions concerning eligibility to compete while preserving the parties' substantive contractual rights for later determination. Such a mechanism would also reduce pressure on athletes to choose between immediate participation and lengthy litigation. The Indonesian sports-law system would benefit from specialized procedures capable of addressing the urgency and technical complexity of athlete-health disputes.

The role of athlete representation should also be strengthened. Professional athletes frequently negotiate contracts individually against clubs or organizations

possessing greater financial and institutional resources. Representation by agents, unions, athlete associations, or independent legal advisers can reduce this asymmetry. International sports governance provides useful examples. World Athletics introduced a centralized framework for athlete representatives that established minimum professional standards and expressly recognized athletes' ability to represent themselves (World Athletics 2023). World Athletics Although this framework is not directly applicable to Indonesian law, it demonstrates the broader principle that athletes require institutional mechanisms capable of protecting them in relationships characterized by unequal bargaining power. In Indonesia, athlete representatives should receive sufficient authority and independence to advise athletes about medical participation clauses, injury-related rights, and potential retaliation.

The regulatory framework should further recognize safeguarding as extending beyond physical abuse or harassment. World Athletics' safeguarding policy defines safe sport broadly and places responsibility upon sporting institutions to prevent abuse, harassment, and exploitation while creating environments in which athletes can participate with dignity (World Athletics 2024). Indonesia could adapt this institutional approach by recognizing coercive participation as a potential safeguarding concern where organizational pressure exposes an athlete to unreasonable health risks. Such recognition would be particularly important for younger athletes and athletes who depend heavily on clubs or federations for income, selection, housing, medical treatment, or career development. The objective should not be to criminalize ordinary sporting pressure but to identify institutional conduct that crosses the boundary into exploitation or abuse.

Finally, liability should be allocated according to the role each institution plays in creating or maintaining the risk. A club may bear responsibility where it knowingly pressures an athlete to compete against medical advice. A coach may incur responsibility where the coach disregards known medical restrictions or threatens an athlete for reporting injury. A medical professional may face professional liability where the professional provides unjustified clearance or permits competitive considerations to override independent medical judgment. A federation may bear responsibility where its regulations create incentives that systematically discourage injury reporting or provide inadequate medical safeguards. Indonesian scholarship concerning competition-organizer liability similarly emphasizes that serious athlete injuries can generate legal responsibility where negligence in organizing sporting activities causes foreseeable harm (Hapsari and Lestari 2025). This differentiated approach is preferable to assigning responsibility automatically to one actor because forced participation is often produced by interconnected institutional decisions.

The proposed framework therefore rests on a simple legal principle: sporting performance is a contractual and institutional objective, but bodily integrity is a fundamental legal interest. The athlete's decision to participate must be informed and substantially voluntary; medical professionals must retain independent

authority over health-related judgments; clubs and federations must exercise their powers consistently with duties of care; and contractual provisions must yield where enforcement would conflict with mandatory protections. Such a model does not deny the distinctive character of professional sport. Instead, it recognizes that professional sport is sufficiently important to justify specialized regulation while remaining subject to fundamental principles of law. The ultimate measure of legitimate sports governance should not be the ability to maximize athlete availability but the ability to pursue competitive excellence without treating athletes as instruments whose bodies can be controlled without meaningful consent.

Conclusion

Forced participation in sport should be understood as a legal problem arising at the intersection of bodily autonomy, contract law, health law, occupational safety, and sports governance. Professional athletes necessarily accept a degree of physical risk, and clubs possess legitimate authority to require performance under valid contractual arrangements. Nevertheless, this authority has legal limits. Consent to participate in professional sport cannot reasonably be interpreted as a blanket waiver of health rights or as authorization for institutions to disregard medically significant risks. Law Number 17 of 2023 provides an important normative foundation by requiring informed consent for individual health services after adequate disclosure of risks, alternatives, and prognosis, while Law Number 11 of 2022 provides the sector-specific framework for sports governance. Where athletes are employees, occupational safety and health principles under Indonesian manpower legislation provide an additional layer of protection. The central legal distinction should therefore be between legitimate sporting demands and coercive institutional conduct. A club may demand professional performance, but it should not possess unrestricted authority to determine whether an athlete must expose the body to unreasonable and preventable medical risks.

A comprehensive Indonesian framework should consequently recognize a protected right to refuse participation on legitimate health grounds, require independent medical assessment, guarantee adequate information concerning injury and risk, prohibit retaliation, and provide rapid access to independent dispute resolution. Such protection should extend to psychological as well as physical health because contemporary sports medicine recognizes mental health as an integral component of athlete welfare. The framework should also impose reciprocal duties upon clubs, coaches, federations, medical professionals, and sponsors, ensuring that contractual power and institutional authority remain subject to proportionality, good faith, and duty of care. The objective is not to eliminate competitive pressure or transform every sporting disagreement into litigation. Rather, it is to establish a legal boundary beyond which performance interests cannot override human dignity and bodily integrity. Recognizing athlete autonomy in this manner would strengthen rather than weaken Indonesian sport by creating a

system in which competitive success is pursued through responsible governance, medically sound decision-making, and respect for athletes as rights-bearing individuals.

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