



Legal Protection of Athletes' Civil Rights in Competitive Sports Activities

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Abstract

The athlete civil protection is a required element in the competitive sport and especially, against contract exploitation, unfair treatment and improper compensation associated to injuries as well as performance success. This paper seeks to evaluate the type of civil law protection that is provided to an athlete in Indonesia and what legal gaps have often been found to exist within the high performance sports. The study focuses on legal documents, regulations, and the contract of the athletes and the cases of the disputes about the bonus claims, the cases of the sponsorship and the end of the training because of the injury using a normative juridical approach and a case study approach. The findings indicate that most of the contracts of athletes have no explicit provisions on health protection, insurance cover, and dispute resolution processes, which expose athletes to unilateral actions by sports organizations. There is also a lack of standardized contract models and a low degree of legal awareness among athletes, especially minors and amateur athletes who start professional careers, which is evidenced. This paper suggests that there should be an expansion of a thorough civil law system of an athlete agreement, which incorporates mandatory insurance, remuneration systems and sporting arbitration as a way of enhancing the legal certainty and just competition in sports.

How to Cite

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INTRODUCTION

In most nations, competitive sports have evolved fast, with the assistance of the professional training framework, sponsorship machineries, and sporting events that are becoming more commercial (Safara et al., 2024). The described shift has moved the athletes beyond the role of those that perform physical activity to becoming legal persons, who sign binding contracts with clubs, federations, sponsors, and sporting organizations (Behki, 2024; Shakhnoza Bayramklichevna & Okyulov, 2022). With the rising economic importance of sporting success, the aspects of the civil law related to sports, including contracts, sporting compensation, sports image rights, and sports injury insurance have gained more topicality in the context of the modern system of sports governance (Polontoh & Wulandari S, 2024; Wulandari et al., 2025). In this regard, it is prudent that sufficient safeguards are provided to the athletes in the context of civil law so that there is fairness, legal predictability and sustainability of sport careers.

Nevertheless, in most developing situations, such as in Indonesia, the civil law protection of athletes is poorly regulated and enforced. Contracts with athletes are not usually prepared with standardized terms, and they are not overseen by a lawyer, resulting in them being prone to termination without any warning, unjustified bonuses, and uncompensated injuries incurred during training or competition (Wahyuni et al., 2021). This issue is especially worrying among young athletes who were educated in high-performance programs, and the need to produce the results frequently prevails over the fundamental rights and the exceptions of the law. Consequently, athletes can lose their money, suffer career insecurity, and suffer health-related problems in the long term, with no clear legal course of action.

Civil law often takes a back seat to administrative and disciplinary regulations in sports regulation provided by national sports federations. General codes of conduct can be offered by federations, but these rules rarely touch on important areas of civil law like the contractual duties, insurance duties or liability of injuries. As a result, a lot of legal conflicts between sportspeople and sports leagues are solved outside of court in the informal manner and do not presuppose written regulations or dispute resolution options. It undermines the bargaining strength of athletes and the creation of transparent and accountable sports governance

because the formal implementation of laws is absent.

According to past studies on sports law, mostly, all studies have been centered on the criminal and disciplinary issues in sports like match-fixing, doping, and violence in sports. Few studies focus on civil legal aspects with special attention to contractual agreements and economic rights of athletes. Other global literature emphasizes the essential need of looking at legal models based on athlete-centrist approaches in order to safeguard the health, well-being, and economic wellbeing, yet the results are commonly clustered in the Western sporting systems. The studies on Southeast Asia are not comprehensive, which implies that the academic interest in the civil law protection of athletes in high-performance sports is still significant.

In real life, most conflicts in competitive sport occasions occur due to ambiguity in contract terms, particularly in terms of bonuses, healthcare, travel expenses, and compensation expenses relating to injuries. The other problem that keeps reoccurring is the lack of compulsory clauses concerning insurance that provides basic medical and rehabilitation rights to athletes. Moreover, only a small number of contracts of athletes have the elements of arbitration or mediation that are specifically sports-oriented, and thus, conflicts are resolved without the involvement of professional law. Such practical issues prove that there is a strong necessity such academic research on the organization of athlete contracts, its role, and restrictions.

The other significant dimension is that of young athletes, especially those who are under training programs of the schools, the regional government sports centers or even the national training camps. Young players are the one, whose position in a contract is generally not represented, so they are easy targets of contracts with exploitative conditions and long-term damages. It has been demonstrated that the ignorance of legalities among the athletes and their families is one of the factors contributing to the earnestness of contracts not clearly safeguarding the civil rights of athletes. The solution to this predicament is a more robust collaboration between education, legal advocacy and sports management in order to protect the welfare of athletes.

Current laws regarding sports in Indonesia have been known to accept the looming rights of sportsmen, but the laws are usually not detailed on how they should be executed. Lack of standardized templates of contracts, minimum qualifications in insurance, and effective

mechanisms of resolving disputes also lead to inconsistencies between sports organizations. Moreover, little collaboration exists between lawyers, athletes and sports administrators when drawing legal tools pertaining to athletes. Civil legal protection is merely a dream without the cooperation of all parties and is further weak when it comes to operation.

Academics have to go beyond pinpointing legal voids, as a result of these obstacles. Developing blueprints for civil legal safeguarding in competitive athletics is of paramount importance. Protecting sport practitioners is necessary to enhance the professional culture of sport, mitigate potential conflicts, and broaden the scope of research to include the drafting of contract clauses in civil law that are positioned to include, but are not limited to, risk management, medical liability, performance dependent remuneration, and rights to one's image. Such an approach would not only bring positive results to the sport practitioners, but would also enhance the transparency and legal assurance to the clubs, sponsors, and authorities of the sport.

Considering the information presented, this study aims to investigate the various forms of civil legal protection accessible to athletes engaged in competitive sports. This study offers a novel contribution by critically examining the limitations of existing contractual protections for athletes and advancing an integrated civil law framework that links legal certainty, health protection, and access to remedies within competitive sports. Unlike previous studies that primarily address contractual issues in isolation, this research combines normative legal analysis with case-based examination to bridge the gap between legal theory and real-world athlete management practices. By doing so, the study introduces a comprehensive perspective on athlete protection that situates contractual rights within broader concerns of welfare, injury risk, and dispute resolution, thereby extending current scholarship on sports law and athlete governance. It is anticipated that the findings of this study will aid in creating general civil laws related to different areas of sports and encourage the adoption of standardized contracts for athletes that ensure the safeguarding of essential rights in competitive sports.

METHOD

This study employs a qualitative socio-legal research design, combining a normative legal approach with case study analysis to examine

civil legal protection for athletes in competitive sports (Widyanto & Wulandari S, 2025). As for the legal norm, the focus was on the examination of legal norms and principles that regulate the rights of athletes, and on the other hand, case study facilitated the understanding of issues of practical contract in sports organizations. The study wanted to achieve understanding of not only the theoretical perspective of civil law, but also the civil issues that athletes face (Wulandari S, 2023).

The primary sources of data consisted of legal documents, including the Indonesian Civil Code (KUH Perdata), Law No. 11 of 2022 on Sports, and internal regulations from six national sports federations relevant to athlete management. In addition, twelve athlete contracts obtained from both professional and amateur sports organizations were analyzed using purposive sampling to represent common contractual practices. These primary materials were supplemented by eighteen scholarly journal articles, five legal commentaries, and four policy documents related to athlete welfare, sports governance, and civil law responsibilities. This combination of sources allowed for a comprehensive examination of normative legal frameworks and their practical application in athlete management. The analysis draws on statutory provisions, selected federation regulations, and representative athlete contracts, which are discussed thematically in relation to recurring issues of insurance coverage, compensation, and dispute resolution. (Qomarrullah et al., 2023).

Data gathering was conducted in three phases (Qomarrullah et al., 2024). Initially, all pertinent legal documents and contract materials were recognized and organized into thematic categories such as insurance responsibilities, compensation methods, medical care, image rights, duration of contracts, and methods for resolving disputes. Second, a number of specific cases were intentionally chosen to illustrate common issues such as failure to pay bonuses, contract termination due to injuries, and lack of insurance coverage during both training and competitions (Muhammad et al., 2024a; Rivaldhy & Muhammad, 2022). Third, the chosen documents were manually analyzed by recognizing keywords and legal ideas related to civil legal protection, fairness in contracts, and accountability.

Qualitative content analysis, improved by approaches of legal interpretation, guided the data review. To examine the written rules pertaining to athlete rights, the legal system was used and an analytical interpretation was applied to understand the significance and effects of specific

contractual provisions. Moreover, a case method helped to compare legal reasoning and outcomes in selected athlete conflicts. By means of this analytic framework, it was possible to assess if current contracts satisfy fundamental standards of civil law including *pacta sunt servanda*, good faith, and accountability for negligence (Wulandari S et al., 2022).

To uphold transparency and enable replication, all legal documents examined in this research were sourced from publicly available platforms, such as government legal databases, official federation archives, and online academic repositories. The methods employed to classify contract terms and legal matters were thoroughly recorded, allowing other researchers to replicate the same analysis and utilize it in various sports, legal areas, or types of contracts. By presenting thorough methodological explanations, this research provides a dependable framework for upcoming studies on civil legal protection in competitive sports and facilitates comparative analysis utilizing similar legal resources.

RESULTS AND DISCUSSION

The primary legal documents, including the Indonesian Civil Code (KUH Perdata) and Law No. 11 of 2022 on Sports, were used as normative reference frameworks to guide the legal analysis, while internal federation rules and selected athlete contracts informed the case-based examination discussed in the Results and Discussion section.

The findings indicate that civil legal protection for athletes in competitive sports remains fragmented and insufficient, particularly in contractual practices. This condition reflects what McArdle (2013) describes as the “structural imbalance” in sports contracts, where athletes often occupy a weaker bargaining position compared to clubs or governing bodies. Document analysis of athlete contracts shows that most agreements lack standardized clauses governing health protection, insurance coverage, compensation mechanisms, and dispute resolution procedures. Such contractual gaps generate legal uncertainty and expose athletes to heightened risks both during and after competition, especially in high-performance and injury-prone sports contexts.

A critical issue identified in this study is the absence of mandatory health insurance provisions in athlete contracts. Most examined contracts only contained general statements regarding athlete safety, without detailed obligations related to medical examinations, injury rehabilitation, or

long-term treatment. According to Gardiner et al. (2020), effective athlete protection requires explicit contractual regulation of medical care and insurance coverage as core elements of sports governance. In high-risk sports such as athletics, combat sports, and swimming, the lack of clearly defined insurance obligations shifts the financial burden of injuries almost entirely onto athletes, contradicting principles of fairness and good faith in civil law.

Regarding financial rights, the findings reveal inconsistencies in compensation and performance bonus distribution. Several contracts relied on vague language or informal agreements, leading to disputes over promised rewards. As noted by (McArdle, 2023), verbal assurances in sports contracts often lack enforceability and place athletes in a legally vulnerable position. One reviewed case demonstrated that an athlete who achieved national-level success was unable to claim a promised bonus due to internal policy changes, highlighting the absence of written contractual guarantees and effective legal remedies.

Another recurring pattern concerns unilateral contract termination. The study found that most contracts do not include protective clauses for athletes experiencing temporary medical incapacity. This practice aligns with concerns raised by Greenfield & Osborn (2018), who argue that athlete contracts frequently prioritize organizational flexibility over player welfare. In one case analyzed, an athlete who suffered a ligament injury during training had their contract terminated without rehabilitation support or continued compensation, underscoring the lack of civil legal safeguards for injured athletes.

Dispute resolution mechanisms were also found to be underdeveloped. Only a limited number of contracts included arbitration clauses referring to independent sports dispute resolution bodies. Instead, conflicts were often resolved through internal federation mediation, which lacks enforceability and impartiality. As Blackshaw (2016) emphasizes, access to independent arbitration is essential to ensure fairness and legal certainty in sports disputes. Reliance on internal mechanisms alone risks reinforcing institutional bias against athletes.

These structural weaknesses are compounded by low levels of legal literacy among athletes. Many participants signed contracts without legal consultation, relying primarily on verbal explanations from coaches or administrators. This finding supports observations by Mitten et al. (2020), who note that inadequate legal awareness contributes significantly to the persistence of

unfair contractual practices in sport. As a result, athletes frequently accept agreements that fail to adequately protect their civil, health, and financial rights.

At the regulatory level, national sports legislation formally recognizes athlete rights but provides limited operational guidance for their implementation. While Law No. 11 of 2022 on Sports emphasizes athlete welfare and fairness, it does not specify minimum contractual standards for insurance, health protection, or compensation. This regulatory gap mirrors what Greenfield & Osborn (2018) describe as the disconnect between policy principles and enforceable legal instruments in sports governance, leading to inconsistent practices and restricted legal remedies for athletes seeking civil protection.

Table 1. Overview of Important Discoveries Regarding Legal Safeguards for Athletes

Legal Matter Classification	Results	Effects on Athletes
Insurance provisions	Primarily lacking or unclear	Athletes are responsible for covering their medical and rehabilitation expenses
Incentives and remuneration	Irregular, frequently unrecorded	Conflicts regarding incentive payments
Ending a contract	One-sided termination is frequent	Loss of earnings and uncertainty in professional development
Methods for resolving disputes	Restricted arbitration or mediation clauses	Insufficient legal enforceability
Understanding the law	Athletes infrequently pursue legal counsel	Heightened susceptibility during contract discussions
Execution of regulations	Lack of technical directives for the safeguarding of athlete well-being	Diverse practices among sports organizations

To provide additional clarity on the findings of this study and to demonstrate how civil legal matters occur in practical situations, a number of illustrative cases were analyzed using contract documents, communication records, and internal policy documents from sports organizations. These instances were chosen to emphasize common issues of unclear contracts, insufficient insurance protection, and ineffective dispute resolution processes concerning athletes across

various levels of competition. By sharing these examples without names, the aim is not to assign blame to any particular person or organization, but instead to highlight shared structural issues that impact athlete well-being and their legal protections in civil matters. Each case demonstrates a specific type of legal risk, such as ending a contract because of harm, not delivering promised financial rewards, and lacking required arbitration processes. Together, these examples offer solid proof that backs the wider results of this research and highlight the necessity for enhanced contract standards, more explicit legal guidelines, and increased legal awareness among those involved in competitive sports.

The subsequent case summaries outline common scenarios faced in research and highlight frequent legal concerns that impact athletes in their contracts with sports organizations.

Case A (Ending a Contract Because of Injury)

Case Code: CA-01/RTC

Source of Evidence: Athlete contract document; interview with athlete (coded I-A03); interview with training center administrator (I-O01).

Issue

Whether a sports organization bears civil legal responsibility for terminating an athlete's contract following a training-related injury in the absence of explicit medical insurance or rehabilitation clauses.

Facts

An athlete enrolled in a regional training center (RTC) sustained a knee ligament injury during an official training session. Contract analysis revealed that the agreement lacked clauses on health insurance, rehabilitation obligations, or income continuity during medical recovery. Within three weeks of the injury, the organization terminated the contract unilaterally, citing the athlete's temporary inability to train.

Result and Legal Interpretation

The athlete received no rehabilitation support or financial compensation. From a civil law perspective, this reflects a contractual imbalance that fails to uphold the principle of good faith (*itikad baik*) under Article 1338 of the Indonesian Civil Code (KUH Perdata). As emphasized by Gardiner et al. (2020) and Greenfield & Osborn (2018), athlete contracts should explicitly regulate injury protection and medical responsibility. This case evidences the absence of minimum contractual safeguards for short-term sports injuries and supports the argument for mandatory insurance and rehabilitation provisions.

Case B (Disagreement Over Bonus Payment and Compensation)

Case Code: CB-02/NTC

Source of Evidence: Contract document; interview with athlete (I-A07); internal federation memo (non-public)

Issue

Whether an athlete is legally entitled to performance bonuses based on verbal assurances not expressly stipulated in a written contract.

Facts

An athlete representing a regional delegation won a medal at a national-level championship. Prior to the competition, officials verbally promised a financial bonus. However, the written contract only referred generally to “support and recognition” without specifying bonus amounts or payment schedules. After the event, the organization declined payment, citing budgetary revisions and lack of written authorization.

Result and Legal Interpretation

The athlete was unable to pursue legal remedies due to the absence of written contractual terms. This outcome aligns with McArdle (2023) and Mitten et al. (2020), who argue that verbal agreements in sports lack enforceability and disproportionately disadvantage athletes. The case illustrates how vague financial clauses undermine legal certainty and reinforce structural power imbalances between athletes and institutions.

Case C (Travel Allowance and Conflict Resolution Process)

Case Code: CC-03/NAT

Source of Evidence: Athlete agreement; interview with athlete (I-A11); interview with federation official (I-O04)

Issue

Whether a sports organization is obliged to reimburse travel expenses when logistical responsibilities are ambiguously defined and no formal dispute resolution mechanism exists.

Facts

An experienced athlete self-financed travel and accommodation for a national competition. The contract did not clarify responsibility for logistical costs. Upon requesting reimbursement, the organization rejected the claim, citing insufficient documentation and lack of written approval. The contract also lacked arbitration or mediation clauses.

Result and Legal Interpretation

The dispute was settled informally through internal discussion, resulting in no reimbursement. According to Blackshaw (2016), the absence of arbitration clauses limits access to fair and

enforceable dispute resolution in sports contracts. This case demonstrates how unclear logistical arrangements and the lack of sport-specific dispute mechanisms restrict athletes' civil legal remedies.

These instances together show ongoing issues in athlete contracts, especially related to financial rewards, injury coverage, and conflict resolution. By presenting the examples in a case-brief format, the results highlight legal clarity and make it easier to compare various types of contractual risks. The examples illustrate how crucial it is to include standardized terms in athlete contracts and to create unique methods for resolving conflicts in competitive sports.

The findings of this research indicate that legal protections for athletes in competitive sports are inadequate, both in theory and in practical application. The legal connection between athletes and sports organizations is founded on the principle of the freedom to engage in contracts, as stipulated under civil law. Nevertheless, many agreements do not contain vital clauses necessary for guaranteeing legal certainty, especially concerning health protection, compensation for injuries, and the payment of bonuses or incentives. The unequal power dynamics between athletes and sports organizations lead to inadequate contract protection, placing athletes vulnerable to one-sided decisions and financial uncertainties.

A key discovery is the lack of required insurance and rehabilitation provisions in contracts for athletes. Injuries are a natural risk in competitive sports and must be clearly addressed in contractual agreements (Windholz, 2022). From a legal protection standpoint, it is essential to have preventive measures and well-defined contractual responsibilities to ensure the well-being of athletes. The absence of insurance clauses goes against the principle of good faith in contract law, which obliges the parties to take each other's interests into account in a fair and responsible manner (Windholz, 2022). Without these clauses, athletes are responsible for the financial impacts of health risks linked to their training and competition.

Another frequent problem noted in this study is that numerous financial incentives and bonuses are communicated verbally instead of being recorded in written contracts. While verbal agreements are not banned by civil law, they can be challenging to demonstrate and uphold, especially in cases of disagreement. This situation indicates a lack of legal understanding among athletes and sports officials alike (Agustin & Alfath, 2025). Not recording contractual promises leads to ongoing arguments about unpaid bonuses

and unfulfilled financial obligations. This is demonstrated in a case where an athlete was unable to claim a promised incentive because there was no written proof (Nazarova, 2024).

The lack of efficient methods for resolving conflicts also appeared as a significant flaw. In the practice of international sports, arbitration and mediation are regarded as common methods for effectively, privately, and conclusively resolving contractual disputes (Muhammad et al., 2024b). However, the majority of athlete contracts examined in this research did not include arbitration clauses or mentions of specific sports adjudication organizations (Bawi et al., 2024; Wulandari S et al., 2024). As a result, conflicts were resolved informally, usually via internal discussions, which prioritized the interests of the organization and offered minimal legal recourse for athletes.

From the perspective of regulation, domestic laws of sports in a country recognize the general rights of athletes without detailed rules for its implementation. Because of this legislative void there is a strong lack of homogeneity in the contractual practice inside sport organizations. Rules are more or less declaratory rather than operational ones, they contain principles and not minimum contract clauses. Therefore, sport institutions must establish self-given norms that are not necessarily compatible with the protective standards of civil law.

The weakness of athlete contracts is further exacerbated by low levels of legal awareness among athletes. Interview data indicate that many athletes sign contractual documents without legal consultation and rely primarily on verbal explanations provided by coaches or administrators. This condition reflects what contract theory defines as inequality of bargaining power, particularly within the context of standard form agreements, where contractual terms are drafted unilaterally by institutions and accepted by athletes without meaningful negotiation. As noted by Mitten et al. (2020), limited access to legal guidance increases the likelihood that athletes will consent to contractual terms that inadequately protect their interests.

The illustrative cases analyzed in this study demonstrate how such contractual deficiencies affect athlete welfare in practice. Patterns of unilateral contract termination following injury, non-fulfillment of verbally promised bonuses, and denial of travel reimbursements reveal that contractual arrangements often emphasize athlete obligations while failing to clearly define institutional responsibilities. These findings are derived from interview narratives and targeted

contract analysis rather than visual documentation. The resulting imbalance underscores the need for more equitable contractual frameworks that recognize the inherent risks of competitive sports and ensure reciprocal rights and obligations between athletes and sporting institutions.

These findings suggest that strengthening legal protection for the athletes requires a two-pronged approach. First, athletes' contracts must become standardised across sport organisations, ensuring the inclusion of obligatory health insurance, injury compensation, injury resolution, and injury payments. Second, strengthening legal awareness for the athletes, coaches, and sport management personnel should come from legal education, training programs, or legal clinics focused on sports law. These initiatives will enhance the imbalance of contracts, legal certainty, and disputes.

The very essence of these documents is more than to serve as paperwork; they also serve as an instrument of contracting, ensuring, guaranteeing safety, and protecting one's rights and wellbeing into the future. The incorporation of civil law into the realm of competitive sports would not only mitigate a potential collision of interests, but also maximise the potential of a competitive sports system to be more professional, sustainable, transparent, and above all, civilised. The quality of contracts, formation of regulatory frameworks, and the ability to access dispute resolution mechanisms all stand as key indicators of the extent of legal protection an athlete is guaranteed in a country, in this case, Indonesia.

CONCLUSION

This study shows that there is a lack of civil legal protection for competitors, caused by gaps in contracts, lack of insurance, no compensation, and no alternate dispute resolution. Because of this, athletes remain exposed to injuries and their resulting financial loss and financial legal claims. This research helps to strengthen contracts and shows legal civil principles for protecting fair treatment of athletes in arenas of sport. This research helps to show the need for standardization of contracts and better legal knowledge for athletes and sport administrators as a means for regulatory frameworks and legal research centered on athlete protection and legal certainty in the field of sport.

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