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# Preface

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This second edition is the product of nine years of thought, conversation, and experimentation. We have sought in this edition to expand on the features that have most contributed to the first edition's success, and to supplement those features with additional material that should make the study of sports law both practically and theoretically rewarding.

Specifically, we have updated and, in some cases, expanded our primer chapters, which offer a compact, convenient reference for the student or teacher who needs a refresher or an introduction to the principles of contracts, antitrust, and labor law. The labor chapter also contains textual and graphic synopses of work stoppages and the most recent major developments in collective bargaining. We have added a new primer chapter on torts.

Though this book is a teaching tool, we have made efforts to make the text as comprehensive as reasonably possible without making the volume unmanageable, so as to assist the student, teacher, or researcher who is interested in pursuing issues beyond the depth usually taught in the basic sports law course. Thus, we have continued our practice of using expansive notes to discuss cases that add nuance to the issues presented in principal cases.

Users of the first edition will notice other major changes. We have added two substantive chapters on torts, in addition to the primer chapter, devoted to liability affecting participants, spectators, equipment manufacturers, and others, and we have added a chapter on criminal liability arising out of sporting events. The discrimination chapter has been dramatically expanded to address a wide panoply of subject areas including discrimination based on race, gender, disability, and sexual orientation in all aspects of both professional and amateur sports. Each chapter has been thoroughly updated to take account of legislative and judicial developments, and the cases that have remained from the first edition have been re-edited to save space and eliminate unnecessary material.

We welcome your comments and suggestions.

MJC  
MSL  
MRD  
GF





# Acknowledgments

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In the first edition of this work, I expressed appreciation to scores of administrators, staff members, colleagues, friends, and family members who, in varying degrees, provided the inspiration and support leading to the book's completion. I echo those thanks adding only that the list of persons deserving acknowledgement and praise in a more private setting has grown and will not be ignored. Most of them are too unassuming and unpretentious even to think that they have made a significant contribution. I know better.

A few exceptions warrant special mention. Michael Dimino, my colleague and friend at Widener—your expertise and dedication. Your insights and fresh perspective have ensured that this work will reflect the invigoration and enthusiasm commonly associated with a first edition. The guys at 4103, the ultimate crack team—thanks for the companionship and understanding, particularly our incredible sojourn to South Bend, away from your friends as well as your “great and good friends.” Krista, continued gratitude and appreciation for consenting to my desire to marry “up.” 25 down, here's to another 25. What's love got to do with it? Everything!

MJC

Many matters in this casebook are matters in which I was involved. Other matters - involving Olympic sports—will be the subject of a subsequent supplement or 3rd edition. Behind-the-scenes contributions of a few are particularly memorable. All Arena Football League players owe a tremendous debt to Mike Pawlawski, perhaps the best and smartest AFL QB, and James Guidry, who almost gave his life on an AFL field. Their efforts led to AFL player rights and the AFLPA. It has also been an honor to represent the USOC for the past five years, to support our Olympic and Paralympic athletes and to work with Frank Marshall, Bill Stapleton, Gordon Gund, Chris Duplanty, and the others responsible for the 2003 reform of USOC governance. Working with USOC Athlete Ombudsman John Ruger and athletes Chris Duplanty, Rachel Godino, Mary McCagg, Cameron Myler, and others, lawyers like Jeff Benz, Bill Bock, Sean Breen, Craig Fenech, Tim Herman, Howard Jacobs, and Gary Johansen, and sports experts like Dr. Jim Stray-Gundersen has been particularly rewarding. The successful defense of Paul Hamm's right to retain his Olympic Gold Medal shows the limits of dispute resolution. Paul Hamm's comeback victory in the 2004 Olympic Men's Gymnastics All-Around Competition was one of the greatest comebacks in the history of sports, yet may be remembered for the baseless challenge by the Korean Olympic Committee.

Beyond work for teams, leagues, sponsors, licensees, and sports organizations, I have worked with some of the best athletes in the world. It has been a privilege to be involved with Andre Agassi and Lance Armstrong, whose unbelievable achievements on the

court and on the bike have been equaled or exceeded by their “off-the-field” achievements. The power and potential of the positive connection that exists between athletes and their fans, particularly children, has never been harnessed. It is a spectacular experience to be a part of the efforts by Andre, Lance, Warrick Dunn, Julie Foudy, Mia Hamm, Andrea Jaeger, Jackie Joyner-Kersey, Alonzo Mourning, and other great athlete philanthropists, with the help of sports industry experts and leaders like Ivan Blumberg, Mike Burg, George Cohen, Don Fehr, Allen Furst, Rachel Godino, Gordon Gund, Ross Greenburg, John Langel, Dan Levy, Mike Lynch, Frank Marshall, Peter Roby, Perry Rogers, Bill Stapleton, and Doug Ulman to form Athletes for Hope, to maximize the value of the connection between athletes and sports fans.

My contributions to this edition of the book are dedicated to my family, in particular my father’s memory. It is a true pleasure to have the contributions of Gabe Feldman, formerly a law firm colleague and now a Professor at Tulane University’s law school, who has worked with me on so many issues, matters, negotiations, arbitrations, and lawsuits since the first edition. However, without the hard work, patience, dedication, and commitment of Michael Cozzillio, the best sports law professor in the country, neither edition of this book would exist, and without Professor Michael Dimino’s tireless efforts a second edition would never have been forthcoming. I am indebted to all three of my co-authors for offering their insights and leading by example, and waiting patiently for me to do my share of the work.

MSL

I owe thanks, as all casebook authors do, to several people who have contributed their energy, talents, and patience to helping me with this text. Michael Cozzillio, who has warmly welcomed me to the project and with whom I have had the pleasure of working and discussing the most minute details of English usage, is the primary reason I can look with satisfaction on this completed book. It was a delight to work with you, and I look forward to working on the third edition.

My wife, Laura, tolerated my unending conversations with Cozzillio, even though she does not share our appreciation of the necessity for spending half the night discussing comma placement, and the time she spent managing our family allowed me to put my efforts into the book. Many thanks to you, and to our sons, Michael and Steven, who provide endless inspiration and amusement, as well as a sense of the joy that sports can bring to “children of all ages.”

I am also indebted to Widener’s faculty and administration for the support they have provided, and to Ben Barros, Michael Hussey, and especially Chris Robinette for the specific suggestions they made. Each of the four authors benefited tremendously from the research assistance of Niki Carter and Becky Cantor. Lastly, I wish to thank Linda Lacy and Reuben Ayres at Carolina Academic Press, who have been more than accommodating of our delays and revisions.

MRD

I owe thanks to too many people to mention them by name, but I would be remiss if I did not single a few people out for their help and inspiration over the past several years. First, I must thank John Weistart, who first introduced me to the study of sports law at Duke Law School, and who in many ways inspired me to pursue a career in sports law and in teaching. Second, I have to thank Mark Levinstein and many others at Williams & Connolly for providing me with an unbelievable opportunity to work on a

variety of matters in the sports law industry. I continue to be inspired by Mark's passion and commitment to his clients, family, and friends. I also need to thank Mark for introducing me to Donald Dell, who provided me with my first opportunity to teach sports law and who taught me a tremendous amount about the practical side of sports law and sports business. I also must thank Gary Roberts and everyone at Tulane Law School for providing me with the opportunity to teach and research in the sports law field and for allowing me (I hope) to pass on to the great students here some of the many things I have learned over the years.

Finally, and most importantly, I have to thank my family for all of their help and support. To my father, for taking me to all of those Jets games in the freezing cold and for the countless ways you have helped and supported me over the years. To my mother, for the baked spaghetti and all of your guidance, encouragement, and love. And, to my brother, for all of the "Wonder Years" moments we have shared together. All three of you have inspired me, challenged me, and made me the person I am today. Thank you.

GAF