War Series: Sports (Basketball) Contracts and War as Force Majeure in Arbitration

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The case **Jarrell Isaiah Brantley v. Basketball Club Unics (BAT 1813/22)** was an **international sports arbitration** introduced on **April 19, 2022** and has since been **concluded**. The dispute was adjudicated under the **Basketball Arbitral Tribunal (BAT)**, using the **BAT Arbitration Rules 2022**, with the **seat of arbitration** in **Geneva**. The claimant, **Jarrell Isaiah Brantley**, a professional basketball player from the **United States**, brought the case against **Basketball Club Unics**, based in **Russia**, following a contractual disagreement arising during the 2021-2022 season amid the geopolitical tensions caused by Russia's invasion of Ukraine. The arbitration proceedings examined issues related to the player's departure from the team and whether the war constituted a **force majeure** event excusing his performance under the contract.

In **Jarrell Isaiah Brantley v. BC Unics**, we confront a fascinating convergence of sports arbitration and the broader impact of **war on the sporting industry**. This case revolves around Brantley, an American professional basketball player, and the Russian club BC Unics. The crux of the dispute lies in whether Brantley was justified in terminating his contract due to Russia's invasion of Ukraine, and if such a **force majeure** event can relieve athletes of their contractual obligations.

Brantley, contracted to BC Unics for the 2021-2022 season,

found himself in an escalating geopolitical crisis. The Russian invasion of Ukraine on **February 24, 2022**, led to a swift series of sanctions, airspace closures, and public advisories urging U.S. citizens to leave Russia. Against this backdrop, Brantley, concerned for his safety and that of his family, left Russia, despite Unics' insistence that the situation was "normal."

One of the **key legal issues** here is the interpretation of the **force majeure clause** in the player contract. Typically, a **force majeure** clause excuses non-performance when unforeseen and uncontrollable events render contract fulfillment impossible. The contract in question defined force majeure to include events such as war or hostilities. Given the nature of the Russian military actions, Brantley's departure appears justified on its face. After all, no one could predict how the conflict would evolve.

However, the club argued that since the conflict was not on Russian soil and Brantley's personal safety was not immediately jeopardized, he breached the contract by leaving. They claimed that his real reason for leaving was dissatisfaction with his playing time—an old grievance that predated the war. This sets up a classic clash between **contractual obligations** and the broader context of **human safety and ethics**.

The **Basketball Arbitral Tribunal (BAT)** ultimately sided with Brantley. It ruled that the **war constituted a force majeure** event, excusing him from fulfilling the remainder of his contractual duties. This decision underscores the significant effects that global conflicts can have on **professional sports**, a sector often seen as detached from such worldly concerns.

One of the **broader implications** of this ruling is the message it sends to international athletes: in times of war or global crisis, personal safety supersedes contractual commitments. This case establishes a **precedent** where athletes can lawfully

exit contracts if they are directly affected by large-scale events like war. With more **international sports leagues** becoming hubs for global talent, especially in geopolitically tense regions, this decision will undoubtedly echo far and wide.

From a sports management perspective, it’s clear that **force majeure clauses** in contracts need careful drafting. What constitutes a **force majeure** event must be explicitly defined. Can a player claim force majeure if their home country issues a travel advisory? What if sanctions disrupt payment systems, effectively cutting off their income? Clubs must now grapple with these questions as geopolitical risks are no longer abstract concerns but real threats to business continuity.

The **economic impact** of war on sports is another layer of this case. By suspending Russian teams from the **EuroLeague**, the ripple effect cascaded down to individual players like Brantley, who found themselves in untenable situations. The decision to pause EuroLeague games involving Russian clubs not only denied these athletes the opportunity to compete on a European stage, but it also raised questions about whether clubs should be held accountable for compensating players in such crises. If you’re a player, does your **salary freeze** the moment the games stop? Or are you still entitled to your full pay?

For BC Unics, the ruling was a bitter pill. The club argued that Brantley breached his contract by leaving without permission, but the BAT recognized that **Brantley acted reasonably** under the circumstances. **War is unpredictable**, and it is unreasonable to expect an athlete to prioritize a game over the safety of their family.

This judgment also shines a light on the **business of sports during war**. For Russian clubs, this war has not only led to the loss of top-tier players like Brantley but has also placed them in a precarious financial position. Sponsorship deals,

ticket sales, and broadcast revenues are all likely to take a hit when **foreign talent** opts to leave, and **international tournaments** pull the plug on Russian participation.

In conclusion, **Jarrell Isaiah Brantley v. BC Unics** demonstrates the profound impact that geopolitical events can have on the sports industry. Beyond the field, pitch, or court, athletes must weigh their obligations against the safety of themselves and their families. In the end, **force majeure clauses** may offer some respite, but the evolving world of **international sports arbitration** will need to continue addressing the balance between athletic contracts and **global instability**. War is not just a tragedy for nations—it disrupts everything, including the games we play.

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