

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

Bryce Bourdieu and Julie Renee Farr v. Shae Cox and SLC Racing, LLC

2:23-cv-00165-DHU-JHR · No. 2:23-cv-00165-DHU-JHR · Decided December 4, 2025

SUMMARY

The United States District Court for the District of New Mexico addresses Defendants’ motion for summary judgment in a case arising from severe injuries sustained when a racehorse toppled Plaintiff Bryce Bourdieu at a Texas ranch. The court applies the Texas Farm Animal Activity Act and holds that genuine disputes of material fact remain concerning the statutory exceptions for failure to assess the participant’s ability and willful or wanton disregard for safety. The court also denies summary judgment on the alleged oral breach-of-contract claim involving liability insurance.

CASE DETAILS

COURT	United States District Court for the District of New Mexico
WRITING FOR THE COURT	David Herrera Urias
JURISDICTION	United States District Court for the District of New Mexico
DECIDED	December 4, 2025
DOCKET	2:23-cv-00165-DHU-JHR
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved for summary judgment on plaintiffs' claims arising from a horse-related accident. The court granted the motion in part and denied it in part.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in the light most favorable to the nonmovant and determines whether the evidence requires submission to a jury or is so one-sided that one party must prevail as a matter of law.
PRECEDENTIAL VALUE	Nonprecedential district-court memorandum opinion and order
PARTIES	Bryce Bourdieu, Julie Renee Farr v. Shae Cox, SLC Racing, LLC

TOPICS

summary judgment

personal injury

negligence

breach of contract

civil procedure

PRACTICE AREAS

civil procedure

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contracts

personal injury

fraud

QUESTIONS PRESENTED

1. Whether summary judgment was warranted on plaintiffs' gross-negligence claims under the Texas Farm Animal Activity Act's immunity provisions and exceptions.
2. Whether a genuine dispute of material fact existed as to whether defendants failed to make a reasonable and prudent effort to determine Bourdieu's ability to participate safely and manage the racehorse under Texas Civil Practice and Remedies Code section 87.004(2).
3. Whether a genuine dispute of material fact existed as to whether defendants acted with willful or wanton disregard for Bourdieu's safety under section 87.004(4).
4. Whether defendants were entitled to summary judgment on plaintiffs' breach-of-contract claim based on the asserted absence of a contract with Julie Farr.
5. Whether defendants were entitled to summary judgment on plaintiffs' negligent-operation-of-a-training-facility claim based on the undisputed facts concerning the facility's operations and Texas Racing Commission regulation.
6. Whether defendants were entitled to summary judgment on plaintiffs' fraud claim when defendants did not move for summary judgment on that claim.

HOLDINGS

1. Summary judgment was appropriate on plaintiffs' gross-negligence theories to the extent they relied on the first, third, fifth, or sixth exceptions because the parties agreed those exceptions did not apply.
2. Summary judgment was denied because genuine disputes of material fact existed as to whether defendants provided the horse and failed to make a reasonable and prudent effort to determine Bourdieu's ability to engage safely in the activity and manage the horse.
3. Summary judgment was denied because a genuine dispute of material fact existed as to whether defendants acted with willful or wanton disregard for Bourdieu's safety by directing or permitting him to ride a racehorse that was not on the approved list of horses he could ride.
4. Summary judgment was denied on plaintiffs' breach-of-contract claim because defendants' cited deposition testimony did not establish beyond dispute that no binding oral contract existed between Farr and Cox.
5. Summary judgment was granted for defendants on the negligent-operation claim because the parties agreed that defendants had never conducted official racehorse workouts at the property and that the property was not regulated by the Texas Racing Commission.
6. Summary judgment was denied on the fraud claim because defendants did not argue that the claim should be dismissed.

KEY QUOTATIONS

“A dispute is “genuine” if there is sufficient evidence on each side so that a rational trier of fact could resolve the issue either way.”

“The district court’s role in analyzing a motion for summary judgment is to simply “assess whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.””

FACTUAL BACKGROUND

On August 11, 2022, Bryce Bourdieu was injured on defendants' property in Elgin, Texas after a racehorse he mounted panicked in a starting gate and fell on him. Bourdieu sustained severe injuries, including a spinal cord injury, broken rib, leg injury resulting in amputation, loss of a testicle, and permanent and partial disability. Plaintiffs alleged that defendants negligently allowed Bourdieu to ride the horse without sufficient training or experience and asserted gross negligence, negligent operation of a training facility, breach of contract, and fraud. The parties agreed that the Texas Farm Animal Activity Act applied, but disputed whether statutory exceptions to immunity applied.

PROCEDURAL HISTORY

Plaintiffs sued defendants for claims including gross negligence, negligent operation of a training facility, breach of contract, and fraud after Bourdieu was injured by a racehorse. Following discovery and extensive motion practice, defendants moved for summary judgment. The court held a hearing on September 17, 2025, denied defendants' motion to change venue and plaintiffs' motion for partial summary judgment from the bench, and took defendants' summary-judgment motion under advisement. The court then granted summary judgment on portions of the gross-negligence claim and on the negligent-operation claim, while denying it as to other gross-negligence theories, breach of contract, and fraud.

DISPOSITION

other

CASES CITED

- Hamric v. Wilderness Expeditions, Inc., 6 F.4th 1108, 1121 (10th Cir. 2021)
- Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)
- Bacchus Indus., Inc. v. Arvin Indus. Inc., 939 F.2d 887, 891 (10th Cir. 1991)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- New Mexico Oncology & Hematology Consultants, Ltd. v. Presbyterian Healthcare Servs., 994 F.3d 1166, 1171 (10th Cir. 2021)
- Sierra Club v. El Paso Gold Mines, Inc., 421 F.3d 1133, 1150 (10th Cir. 2005)
- Nahno-Lopez v. Houser, 625 F.3d 1279, 1283 (10th Cir. 2010)
- Loftin v. Lee, 341 S.W.3d 352, 359 (Tex. 2011)
- Young v. McKim, 373 S.W.3d 776, 783 (Tex. App. 2012)

- Tyco Valves & Controls, L.P. v. Colorado, 365 S.W.3d 750, 771 (Tex. App. 2012), aff'd, 432 S.W.3d 885 (Tex. 2014)

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