

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

 FORM S-8
 REGISTRATION STATEMENT
 Under
 THE SECURITIES ACT OF 1933

 JOHNSON OUTDOORS INC.

(Exact name of registrant as specified in its charter)

 Wisconsin

(State or other jurisdiction
 of incorporation or organization)

 39-2019963

(I.R.S. Employer
 Identification No.)

 555 Main Street
 Racine, Wisconsin

(Address of principal executive offices)

 53403

(Zip Code)

 Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan

(Full title of the plan)

 Helen P. Johnson-Leipold
 Chairman and Chief Executive Officer
 Johnson Outdoors Inc.
 555 Main Street
 Racine, Wisconsin 53403
 (262) 631-6600

(Name, address and telephone number, including area code, of agent for service)

 CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$.05 par value	150,000 shares	\$19.80*	\$2,970,000*	\$376.30

* Estimated pursuant to Rule 457(c) and (h) of the Securities Act of 1933 solely for the purposes of calculating the registration fee based on the average of the high and low prices of the Class A Common Stock as reported by the Nasdaq National Market on May 4, 2004.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document or documents containing the information specified in Part I are not required to be filed with the Securities and Exchange Commission (the "Commission") as part of this Registration Statement on Form S-8 (this "Registration Statement").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), with the Commission are hereby incorporated herein by reference:

1. The Company's Annual Report on Form 10-K for the fiscal year ended October 3, 2003, filed December 29, 2003.
2. All other reports filed since October 3, 2003 by the Company pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including the Company's Quarterly Report on Form 10-Q for the quarter ended January 2, 2004, filed February 17, 2004.
3. The description of the Company's Class A Common Stock, par value \$0.05 per share, contained in Item 1 of the Company's Registration Statement on Form 8-A, filed September 25 1987 with the Commission, and any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the filing of this Registration Statement and prior to such time as the Company files a post-effective amendment to this Registration Statement that indicates that all securities offered under this Registration Statement have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part of this Registration Statement from the date of filing of such documents.

The Company has incorporated by reference into this Registration Statement its consolidated financial statements for the year ended September 28, 2001 (the "2001 Financial Statements") in reliance on the report of Arthur Andersen LLP ("Andersen"), independent public accountants, respecting the 2001 Financial Statements, which was given on the authority of Andersen as experts in auditing and accounting. Andersen has not consented to the inclusion of their report in this Registration Statement, and the Company has dispensed with the requirement to file Andersen's consent in reliance on Rule 437a under the Securities Act of 1933, as amended (the "Securities Act"). Andersen's failure to deliver its consent may limit recovery by purchasers of securities under this Registration Statement on certain claims. In particular, and without limitation, Andersen's failure to deliver its consent limits the ability of a purchaser of securities under this Registration Statement to sue Andersen under Section 11(a)(4) of the Securities Act for any untrue statements of a material fact contained in the 2001 Financial Statements or any omissions of a material fact required to be stated in the 2001 Financial Statements.

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Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Pursuant to the Wisconsin Business Corporation Law and the Company's Bylaws, directors and officers of the Company are entitled to mandatory indemnification from the Company against certain liabilities and expenses (i) to the extent such officers or directors are successful in the defense of a proceeding and (ii) in proceedings in which the director or officer is not successful in the defense thereof, unless it is determined that the director or officer breached or failed to perform his duties to the Company and such breach or failure constituted: (a) a willful failure to deal fairly with the Company or its shareholders in connection with a matter in which the director or officer had a material conflict of interest; (b) a violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (c) a transaction from which the director or officer derived an improper personal profit; or (d) willful misconduct. The Wisconsin Business Corporation Law specifically states that it is the policy of Wisconsin to require or permit indemnification in connection with a proceeding involving securities regulation, as described therein, to the extent required or permitted as described above. Additionally, under the Wisconsin Business Corporation Law, directors of the Company are not subject to personal liability to the Company, its shareholders or any person asserting rights on behalf thereof for certain breaches or failures to perform any duty resulting solely from their status, except in circumstances paralleling those in subparagraphs (a) through (d) outlined above.

Expenses for the defense of any action for which indemnification may be available may be advanced by the Company under certain circumstances.

The indemnification provided by the Wisconsin Business Corporation Law and the Company's Bylaws is not exclusive of any other rights to which a director or officer of the Company may be entitled. The general effect of the foregoing provisions may be to reduce the circumstances in which an officer or director may be required to bear the economic burden of the foregoing liabilities and expenses.

The Company maintains a liability insurance policy for its directors and officers as permitted by Wisconsin law which may extend to, among other things, liability arising under the Securities Act.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

The exhibits filed herewith or incorporated herein by reference are set forth in the attached Exhibit Index.

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Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Racine, State of Wisconsin, on May 6, 2004.

JOHNSON OUTDOORS INC.
By: /s/ Helen P. Johnson-Leipold

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Helen P. Johnson-Leipold</u> Helen P. Johnson-Leipold	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	May 6, 2004
<u>*</u>	Vice Chairman of the Board and Director	*
<u>Thomas F. Pyle, Jr</u>		
<u>Samuel C. Johnson</u>	Director	
<u>Gregory E. Lawton</u>	Director	
<u>*</u>	Director	*
<u>Terry E. London</u>		
<u>*</u>	Director	*
<u>John M. Fahey, Jr</u>		
<u>/s/ Paul A. Lehmann</u> Paul A. Lehmann	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	May 6, 2004

*By: /s/ Helen P. Johnson-Leipold
Helen P. Johnson-Leipold, *Attorney-in-fact*
Affixed as of May 6, 2004

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
(4.1)	Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan.
(4.2)	Form of Restricted Stock Agreement.
(4.3)	Form of Stock Option Agreement.
(5)	Opinion of Foley & Lardner LLP.
(23.1)	Consent of Ernst & Young LLP.
(23.2)	Note Regarding Consent of Arthur Andersen LLP.
(23.3)	Consent of Foley & Lardner LLP (contained in Exhibit (5) hereto).
(24)	Powers of Attorney.

JOHNSON OUTDOORS INC.

2003 NON-EMPLOYEE DIRECTOR STOCK OWNERSHIP PLAN

Section 1: Purpose

The purpose of the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan") is to promote the long-term growth and financial success of Johnson Outdoors Inc. (the "Company") by attracting and retaining non-employee directors of outstanding ability and assisting the Company in promoting a greater identity of interest between the Company's non-employee directors and its shareholders.

Section 2: Definitions

As used in the Plan, the following terms have the respective meanings set forth below:

- (a) **"Award"** means any Stock Option or Stock Award granted under the Plan.
- (b) **"Black-Scholes Model"** means the Black-Scholes Option Pricing Model, which shall be used to calculate the fair value of Stock Option grants under the Plan, as of the date of such grant. Six factors are required to calculate the value of a Stock Option using the Black-Scholes Model: the Stock Option's exercise price; the current price of the Common Stock; the dividend yield of the Common Stock; the Stock Option's time to expiration; the risk-free market rate of return; and the future volatility of the Common Stock. Only the future volatility of the Common Stock cannot be objectively determined. In connection with using the Black-Scholes Model to calculate the fair value of Stock Option grants under the Plan, the Committee may use such variations of the Black-Scholes Model and parameters and procedures respecting the Black-Scholes Model, including, without limitation, parameters and procedures used to measure the historical volatility of the Common Stock as of the relevant grant date, as the Committee deems reasonably appropriate in its sole discretion.
- (c) **"Board"** means the Company's Board of Directors.
- (d) **"Committee"** means a committee of the Board that the Board designates to administer the Plan. The Committee shall consist of not less than two directors, each of whom shall qualify as a "non-employee director" within the meaning of Rule 16b-3 ("Rule 16b-3") under the 1934 Act, or any successor provisions thereto, as an "outside director" under Section 162(m)(4)(C) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provisions thereto and as an "independent" director pursuant to the definition of independence in the listing requirements of the principal national securities exchange, national securities association or over-the-counter market on which the Common Stock is traded, if any. If at any time the Committee shall not be in existence, then the members of the Board that do qualify as non-employee directors, outside directors and independent directors shall administer the Plan and shall be deemed to be the Committee for purposes of the Plan.
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- (e) **"Common Stock"** means the Class A Common Stock, \$.05 par value, of the Company and such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(b) of the Plan.
- (f) **"Fair Market Value"** means the fair market value of the Common Stock determined by such methods or procedures as shall be established from time to time by the Committee; *provided, however*, that the Fair Market Value shall not be less than the par value of the Common Stock; and *provided further*, that so long as the Common Stock is traded on the Nasdaq National Market, the Nasdaq Smallcap Market or another over-the-counter market, the Fair Market Value shall be the average of the bid and asked prices of a share of Common Stock in the applicable over-the-counter market on the specified date, as reported by the National Association of Securities Dealers (or if no sales occurred on such date, the last preceding date on which sales occurred); *provided, however*, that if the principal market for the Common Stock is then a national securities exchange, the Fair Market Value shall be the average of the high and low prices of a share of Common Stock on the principal securities exchange on which the Common Stock is traded on the specified date (or if no sales occurred on such date, the last preceding date on which sales occurred).
- (g) **"1934 Act"** means the Securities Exchange Act of 1934, as amended from time to time.
- (h) **"Participant"** means a director of the Board who is not an employee of the Company, or any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant interest as determined by the Committee.
- (i) **"Shares"** means shares of Common Stock.
- (j) **"Stock Award"** means an Award to a Participant comprised of Shares granted under Section 5(b) or 5(c) of the Plan.
- (k) **"Stock Option"** means an award in the form of the right to purchase a specified number of Shares at a specified price during a specified period granted under Section 5(a) or 5(c) of the Plan.

Section 3: Effective Dates

The Plan shall become effective on December 4, 2003, subject to the approval of the Plan by the shareholders of the Company at the Company's 2004 annual meeting of shareholders. To the extent that any Awards are granted under the Plan prior to its approval by shareholders, the grants shall be contingent on approval of the Plan by the shareholders of the Company. No Awards may be made under the Plan after December 4, 2013 or earlier termination of the Plan by the Board.

Section 4: Stock Available for Awards

- (a) **Common Shares Available.** The maximum number of Shares available for Awards under the Plan may not exceed 150,000 shares of Common Stock (subject to adjustment pursuant to Section 4(b) hereof).

(b) Adjustments and Reorganizations. In the event that the Committee shall determine that any dividend (other than a normal cash dividend) or other distribution (whether in the form of cash, Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event affects the Common Stock such that an adjustment is determined by the Committee to be necessary or appropriate to prevent dilution or enlargement of the benefits or potential benefits intended to be made available to Participants under the Plan, then the Committee may, in such manner as it may deem equitable, adjust any or all of the (i) number and type of Shares available under the Plan and that thereafter may be made the subject of Awards under the Plan, and (ii) number and type and exercise price of Shares subject to outstanding Stock Options, *provided* any such adjustments are consistent with the effect on other shareholders arising from any such action. The Committee may also make such similar appropriate adjustments in the calculation of Fair Market Value as it deems necessary or appropriated to prevent dilution or enlargement of the benefits or potential benefits intended to be made available to Participants under the Plan. Notwithstanding the foregoing, (x) Stock Options subject to grant or previously granted under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the proportionate interest of the Participant and preserve, without exceeding, the value of such Stock Options, and (y) the number of Shares subject to Stock Awards under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the relative proportionate interest represented by such Shares immediately prior to any such event.

(c) Change of Control. In order to preserve a Participant's rights under a Stock Option granted under the Plan in the event of any sale of all or substantially all of the Company's assets, merger, consolidation, combination or other corporate reorganization, restructuring or change of control of the Company ("Change of Control") (the Committee in its sole discretion will determine if there has been a Change of Control), the Committee in its discretion may, at the time the Stock Option is granted or at any time thereafter, take one or more of the following actions: (i) provide for the acceleration of any time period relating to the exercise of the Stock Option; (ii) provide for the purchase of the Stock Option for an amount of cash or other property that could have been received upon the exercise of the Stock Option had the Stock Option been currently exercisable or payable; (iii) adjust the terms of the Stock Option in the manner determined by the Committee to reflect the Change of Control; (iv) cause the Stock Option to be assumed, or new right substituted for the Stock Option, by another entity; or (v) make such other provision as the Committee may consider equitable and in the best interests of the Company. If the terms of Section 4(b) and Section 4(c) would apply to a transaction, then the transaction will be subject to this Section 4(c) and not Section 4(b).

(d) Common Stock Usage. If, after the effective date of the Plan, any Shares covered by an Award granted under the Plan, or to which any Award relates, are forfeited or if an Award otherwise terminates, expires or is cancelled prior to the delivery of all of the Shares or of other consideration issuable or payable pursuant to such Award and if such forfeiture, termination, expiration or cancellation occurs prior to the payment of dividends or the exercise by the holder of other indicia of ownership of the Shares to which the Award relates, then the number of Shares counted against the number of Shares available under the Plan in connection with the grant of such Award, to the extent of any such forfeiture, termination, expiration or cancellation, shall again be available for granting of additional Awards under the Plan.

Section 5: Awards

(a) Stock Options. Commencing with the 2004 annual meeting of shareholders, the Company shall issue to each Participant, on the first business day following each annual meeting of shareholders until the Plan is terminated or amended, Stock Options having a fair value (calculated as of the date of the Stock Option grant using the Black-Scholes Model) of \$10,000, or such other amount as the Committee may approve in connection with a specific grant (each an "Annual Stock Option"), *provided, however*, that a Participant who is first elected as a director of the Company on the date of an annual meeting of shareholders and who receives on that date a Stock Option pursuant to Section 5(c) hereof shall not be eligible to begin to receive grants of Stock Options pursuant to this Section 5(a) until the first business day following the next succeeding annual meeting of shareholders. The Committee shall specifically approve each grant of an Annual Stock Option to a continuing director in advance. The per share exercise price of each such Stock Option shall be the Fair Market Value of a Share of Common Stock on the date of the grant. The exercise price shall be payable at the time of exercise in cash, previously acquired Shares valued at their Fair Market Value or such other forms or combinations of forms of consideration as the Committee may approve. Each such Stock Option shall have a term of ten years and shall become fully exercisable one year following the date on which it is granted unless vesting is accelerated pursuant to Section 4(c) or Section 6(d) or (f).

(b) Stock Awards. Commencing with the 2004 annual meeting of shareholders, the Company shall issue to each Participant, on the first business day following each annual meeting of shareholders until the Plan is terminated or amended, Shares having a Fair Market Value (calculated as of the date of such Stock Award) of \$10,000, or such other amount as the Committee may approve in connection with a specific grant (each an "Annual Stock Award"), *provided, however*, that a Participant who is first elected as a director of the Company on the date of an annual meeting of shareholders and who receives on that date a Stock Award pursuant to Section 5(c) hereof shall not be eligible to begin to receive Stock Awards pursuant to this Section 5(b) until the first business day following the next succeeding annual meeting of shareholders. The Committee shall specifically approve each grant of an Annual Stock Award to a continuing director in advance.

(c) Awards Upon Election. On the date on which a Participant is first elected or appointed as a director of the Company during the existence of the Plan, such Participant shall automatically receive as an initial grant the Awards referenced above, as if such Participant had been a director on the first business day following the most recent annual meeting of shareholders (collectively, "Initial Awards"). The Committee shall specifically approve each grant of Initial Awards to a newly elected director in advance. These Awards shall be valued as of the date of grant.

Section 6: General Provisions Applicable to Awards

(a) Transferability of Stock Options. Stock Options granted under the Plan shall not be transferable other than by will or under the laws of descent and distribution, except as otherwise provided by the Committee.

(b) Non-Transferability of Stock Awards. Shares awarded under Section 5(b) or Section 5(c) hereof shall not be assignable, alienable, saleable or otherwise transferable by the respective Participant until such Participant ceases for any reason to serve on the Board or a Change of Control is effected. Notwithstanding the preceding sentence, the following transfers or other dispositions will not be deemed to be a violation of the transfer restrictions set forth herein:

A gift or other transfer of Shares issued to (i) any trust or other estate in which such Participant has a substantial beneficial interest or as to which such Participant serves as a trustee or in a similar capacity or (ii) any relative or spouse of such Participant, or any relative of such spouse, who has the same home as the Participant which in either case would not change the Participant's beneficial ownership of those Shares for purposes of reporting under Section 16(a) of the 1934 Act; *provided*, that any Shares transferred by gift or otherwise pursuant to this subparagraph will continue to be subject to the non-transfer restrictions of this Section as though such Shares were held by the Participant.

(c) Legend on Certificates. The Committee may cause a legend or legends to be put on any certificates for shares delivered under the Plan pursuant to any Stock Award or upon the exercise of any Stock Option to make appropriate references to any applicable transfer restrictions.

(d) Termination of Directorship. If for any reason other than death a Participant ceases to be a director of the Company one year or more after the director's initial election or appointment to the Board while holding a vested Stock Option granted under the Plan, such Stock Option shall continue to be exercisable for a period of three years after such termination or the remainder of the Stock Option term, whichever is shorter (any unvested Stock Option shall be cancelled as of the date of such termination). If for any reason other than death a Participant ceases to be a director of the Company within one year of the director's initial election or appointment to the Board, the Stock Option granted under the Plan and held by the director shall be cancelled as of the date of such termination. In the event a Participant dies, any unvested Stock Option granted under the Plan to such Participant shall immediately vest and be exercisable by the designated beneficiary, or, in the absence of a designated beneficiary, by will or in accordance with the laws of descent and distribution for a period of three years following the date of death.

(e) Documentation of Grants. Awards made under the Plan shall be evidenced by written agreements or such other appropriate documentation as the Committee shall prescribe, including an option agreement. The Committee need not require the execution of any instrument or acknowledgment of notice of an Award under the Plan, including an option agreement, in which case acceptance of such Award by the respective Participant will constitute agreement to the terms of the Award.

(f) Plan Amendment. The Board may at any time amend, alter, suspend, discontinue or terminate the Plan, including without limitation an amendment to decrease or increase the amount of the Awards under Section 4; *provided, however*, that shareholder approval of any amendment of the Plan shall be obtained if otherwise required by (a) the Code or any rules promulgated thereunder, (b) the listing requirements of the principal national securities exchange, national securities association or over-the-counter market on which the Common Stock is then traded, or (c) any other applicable law. To the extent permitted by applicable law, the Committee may also amend the Plan, including without limitation an amendment to decrease or increase the amount of the Awards under Section 4, *provided* that any such amendments by the Committee shall be reported to the Board. Termination of the Plan shall not affect the right of Participants with respect to Stock Options previously granted to them, and all unexpired Stock Options shall continue in force and effect after termination of the Plan except as they may lapse or be terminated by their own terms and conditions. Notwithstanding the foregoing, the Board and Committee are prohibited from amending Section 6(g) of the Plan without shareholder approval.

(g) Repricing Prohibited. Notwithstanding anything in the Plan to the contrary, and except for the adjustments provided in Section 4(b), the Committee and the Board are prohibited from decreasing the exercise price for any outstanding Stock Option granted to a Participant under the Plan after the date of grant or allowing a Participant to surrender an outstanding Stock Option granted under the Plan to the Company as consideration for the grant of a new Stock Option with a lower exercise price.

(h) No Rights as Shareholder. No Participant shall have any voting or dividend rights or other rights as a shareholder with respect to any Shares subject to a Stock Option granted under the Plan before the date of transfer to the Participant of a certificate or certificates for such Shares and recording of the Participant's name on the Company's shareholder ledger as the holder of record of such Shares.

(i) No Right to Continue as Director. Nothing contained in the Plan or any agreement under the Plan will confer upon any Participant any right to continue to serve as a director of the Company.

(j) Severability. If any provision of the Plan or any option agreement, if any, or any Award (a) is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any person or Award, or (b) would disqualify the Plan or any option agreement under any law deemed applicable by the Committee, then such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan, any option agreement, if any, or Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan, any such option agreement and any such Award shall remain in full force and effect.

(k) Governing Law. The validity, construction and effect of the Plan, any option agreement and any Award, and any actions taken under or relating to the Plan, any option agreement and any Award shall be determined in accordance with the laws of the State of Wisconsin and applicable federal law.

JOHNSON OUTDOORS INC.
2003
NON-EMPLOYEE DIRECTOR STOCK OWNERSHIP PLAN

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (this "Agreement") is made as of [DATE] between Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), and [NAME] (the "Director").

RECITALS

WHEREAS, the Company has in effect the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan"), which provides for the issuance of shares of the Company's Class A Common Stock, \$0.05 par value (the "Common Stock"), to a participant on the date the participant is first elected or appointed as a director of the Company and on the first business day following each annual meeting of shareholders, subject to certain restrictions on the transfer of the Common Stock as specified in the Plan (the "Restricted Stock"); and

WHEREAS, the Company and the Director desire to memorialize the grant of Restricted Stock made to the Director under the Plan,

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein set forth, the parties hereby mutually covenant and agree as set forth below.

AGREEMENT

1. Awards of Restricted Stock. Subject to the terms and conditions of the Plan and this Agreement, the Director is hereby awarded [NUMBER] shares of Restricted Stock.
2. Non-Transferability of Stock Awards.
 - a) The shares of Restricted Stock that have been awarded to the Director are not assignable, alienable, saleable or otherwise transferable by the Director until the Director ceases for any reason to serve on the Board of Directors of the Company (the "Board"). Notwithstanding the preceding sentence, the following transfers or other dispositions will not be deemed to be a violation of the transfer restrictions set forth herein:

A gift or other transfer of the shares of Restricted Stock issued to (i) any trust or other estate in which the Director has a substantial beneficial interest or as to which the Director serves as a trustee or in a similar capacity or (ii) any relative or spouse of the Director, or any relative of such spouse, who has the same home as the Director, which in either case would not change the Director's beneficial ownership of the shares of Restricted Stock for purposes of reporting under Section 16(a) of the Securities Exchange Act of 1934, as amended; *provided*, that any shares of Restricted Stock transferred by gift or otherwise pursuant to this paragraph will continue to be subject to the non-transfer restrictions of this Section as though such shares of Restricted Stock are held by the Director.
 - b) In addition to any legends placed on certificate(s) for shares of Restricted Stock under Section 3 hereof, the Board may require that the certificate(s) representing the Restricted Stock bear the following legend:

"The sale or other transfer of the shares of stock represented by this certificate is subject to certain restrictions on transfer set forth in the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan and a Restricted Stock Agreement dated [DATE] between Johnson Outdoors Inc. and the registered owner hereof. A copy of such plan and agreement may be obtained from the Secretary of Johnson Outdoors Inc."

When the restrictions imposed by this Section 2 terminate, the Director shall be entitled to have the foregoing legend removed from the certificate(s) representing the shares of Restricted Stock.
3. Transfer After Lapse of Restrictions; Securities Law Restrictions. Except as otherwise provided herein, the shares of Restricted Stock subject to this Agreement shall become free of the restrictions of Section 2 hereof and thereafter be freely transferable by the Director in accordance with the terms specified in Section 2 hereof and in the Plan. Notwithstanding the foregoing or anything to the contrary herein, the Director agrees and acknowledges with respect to any shares of Restricted Stock subject to this Agreement that have not been registered under the Securities Act of 1933, as amended (the "Act"), that (i) the Director will not sell or otherwise dispose of such shares except pursuant to an effective registration statement under the Act and any applicable state securities laws, or in a transaction which, in the opinion of counsel for the Company, is exempt from such registration, and (ii) a legend will be placed on the certificate(s) for the Restricted Stock to such effect.
4. Voting Rights; Dividends and Other Distributions.
 - a) While the shares of Restricted Stock are subject to restrictions under Section 2 hereof, the Director may exercise full voting rights with respect to such shares of Restricted Stock.
 - b) While the shares of Restricted Stock are subject to the restrictions under Section 2 hereof, the Director shall be entitled to receive all dividends and other distributions paid with respect to the shares of Restricted Stock.
5. Interpretation by the Board. The Director agrees that any dispute or disagreement which may arise in connection with this Agreement shall be resolved by

the Board, in its sole discretion, and that any interpretation by the Board of the terms of this Agreement or the Plan and any determination made by the Board under this Agreement or the Plan shall be final, binding and conclusive.

6. Miscellaneous.

- a) This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin.
- b) This Agreement may not be amended or modified except by the written consent of the parties hereto.
- c) This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and shall be binding upon and inure to the benefit of the Director, a designated beneficiary and the personal representative(s) and heirs of the Director.
- d) The federal tax consequences of this award are as noted in _____.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first above written.

JOHNSON OUTDOORS INC.

By: _____
Kevin J. Mooney
Vice President of Human Resources

By: _____
Director

[DATE]

**RE: Stock Option Grants
Johnson Outdoors Inc.
Stock Option Plan for Non-Employee Directors**

This letter is to confirm that on [DATE], you were granted an option to purchase [NUMBER] shares of Johnson Outdoors Inc. (“Company”) Class A Common Stock, \$.05 par value (the “Class A Common Stock”) pursuant to the terms of the Company’s 2003 Non-Employee Director Stock Ownership Plan (the “Plan”).

Your stock option to purchase up to [NUMBER] shares of Class A Common Stock is subject to the terms and conditions of the Plan. The option price is [PRICE] per share, which was the average of the high and low prices of a share of Class A Common Stock in the over-the-counter market on [DATE], the date of the grant.

In accordance with the terms of the Plan, your option is not exercisable until one year after the date of the grant unless your status as a director of the Company terminates because of death prior to that time, in which event the option becomes immediately exercisable in full and may be exercised for a period of three (3) years after the date of death. If for any reason other than death you cease to be a director of the Company within one year of the date of grant, the option shall be cancelled as of the date of such termination. Subject to the foregoing, the option expires ten (10) years after the date of grant, or if earlier, three (3) years after you cease to be a director of the Company.

- **Procedure for Exercise.** You may exercise your option in whole or in part at any time after the option has become exercisable (as discussed above) by delivering written notice to the Company together with payment of the option price in cash or previously acquired shares of Class A Common Stock valued at their fair market value.
- **Securities Laws Matters.** Applicable federal and state securities laws govern the disposition by you of shares purchased through the exercise of your option. You may sell such shares only (1) pursuant to an effective registration statement under the Securities Act of 1933, as amended (“Act”); or (2) in a transaction which, in the opinion of counsel for the Company, is exempt from registration thereunder, such as a sale which fully complies with Rule 144 under the Act.

[NAME]

[DATE]

Page 2 of 2

- **Transferability.** Your options may not be transferred other than by will or under the laws of descent and distribution, except that a Participant may, to the extent allowed by the Board or a committee designated by the Board and in a manner specified by the Board or such committee, (i) designate in writing a beneficiary to exercise the option after the Participant’s death; or (ii) transfer any option.
- **Conformity with Plan.** Your option is intended to conform in all respects with, and is subject to all applicable provision of the Plan. Inconsistencies between this letter and the Plan shall be resolved in accordance with the terms of the Plan.

Please execute and return the enclosed copy of this letter to me. By doing so, you agree to be bound by all of the terms of this letter and of the Plan.

Very truly yours,

JOHNSON OUTDOORS INC.

Kevin J. Mooney
Vice President of Human Resources

Director

**FOLEY & LARDNER LLP
ATTORNEYS AT LAW**

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CLIENT/MATTER NUMBER
03376-0109

May 7, 2004

Johnson Outdoors Inc.
555 Main Street
Racine, Wisconsin 53403

Ladies and Gentlemen:

We have acted as counsel for Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), in connection with the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of 150,000 shares of the Company's Class A Common Stock, par value \$.05 per share (the "Registered Shares"), issuable under the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan").

In our role as counsel, we have examined: (a) the Plan, as amended to date; (b) signed copies of the Registration Statement; (c) the Articles of Incorporation and Bylaws of the Company, as amended to date; (d) resolutions of the Company's Board of Directors relating to the Plan and the issuance of the Registered Shares thereunder; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

Based on the foregoing, we are of the opinion that:

1. The Company is a corporation validly existing under the laws of the State of Wisconsin.
2. The Registered Shares, when issued by the Company pursuant to the terms and conditions of the Plan, will be validly issued, fully paid and nonassessable (except as may be provided in Section 180.0622(2)(b) of the Wisconsin Business Corporation Law and judicial interpretations thereof).

We consent to the use of this opinion as an Exhibit to the Registration Statement and to the references to our firm therein. In giving our consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Foley & Lardner LLP

FOLEY & LARDNER LLP

BRUSSELS
CHICAGO
DENVER

DETROIT
JACKSONVILLE
LOS ANGELES
MADISON

MILWAUKEE
ORLANDO
SACRAMENTO

SAN DIEGO
SAN DIEGO/DEL MAR
SAN FRANCISCO
TALLAHASSEE

TAMPA
TOKYO
WASHINGTON, D.C.
WEST PALM BEACH

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm in the Registration Statement (Form S-8) pertaining to the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan and to the incorporation by reference therein of our report dated November 14, 2003, except for Note 16, as to which the date is December 22, 2003, with respect to the 2003 and 2002 consolidated financial statements of Johnson Outdoors Inc. included in its Annual Report (Form 10-K) for the year ended October 3, 2003, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

Milwaukee, Wisconsin
May 3, 2004

Note Regarding Consent of Arthur Andersen LLP

Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), has included in its Annual Report on Form 10-K for the fiscal year ended October 3, 2003 (the "Annual Report") its consolidated financial statements for the year ended September 28, 2001 (the "2001 Financial Statements"), in reliance on the report of Arthur Andersen LLP ("Andersen"), independent public accountants, respecting the 2001 Financial Statements, which was given on the authority of Andersen as experts in auditing and accounting. Andersen has not consented to the incorporation by reference of their report for the 2001 Financial Statements into the Company's previously filed registration statements on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), Registration Nos. 33-19804, 33-19805, 33-35309, 33-50680, 33-52073, 33-54899, 33-59325, 33-61285, 333-88089, 333-88091, 333-84480, 333-84414 and 333-107354, pertaining to various employee benefit programs of the Company (the "Registration Statements"). We have not filed Andersen's consent with the Annual Report in reliance on Rule 437a under the Securities Act. Andersen's failure to deliver its consent may limit recovery by purchasers of securities under the Registration Statements on certain claims. In particular, and without limitation, Andersen's failure to deliver its consent limits the ability of a purchaser of securities under the Registration Statements to sue Andersen under Section 11(a)(4) of the Securities Act for any untrue statements of a material fact contained in the 2001 Financial Statements or any omissions of a material fact required to be stated in the 2001 Financial Statements.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, That I

Thomas F. Pyle, Jr.

hereby constitute and appoint Helen P. Johnson-Leipold and Paul A. Lehmann, and each of them individually, my true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities, to sign my name as a director of Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), to the Registration Statement on Form S-8, and any amendments or supplements thereto, relating to the registration of shares of the Company's Class A Common Stock, par value \$0.05 per share (the "Shares"), issuable under the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan"), and to file the Plan, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission in connection with the registration of the Shares under the Securities Act of 1933, as amended.

I hereby ratify and confirm all that said attorneys-in-fact and agents, or each of them, have done or shall lawfully do by virtue of this Power of Attorney.

WITNESS my hand this 6th day of May, 2004.

/s/ Thomas F. Pyle, Jr.
Thomas F. Pyle, Jr.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, That I

Terry E. London

hereby constitute and appoint Helen P. Johnson-Leipold and Paul A. Lehmann, and each of them individually, my true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities, to sign my name as a director of Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), to the Registration Statement on Form S-8, and any amendments or supplements thereto, relating to the registration of shares of the Company's Class A Common Stock, par value \$0.05 per share (the "Shares"), issuable under the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan"), and to file the Plan, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission in connection with the registration of the Shares under the Securities Act of 1933, as amended.

I hereby ratify and confirm all that said attorneys-in-fact and agents, or each of them, have done or shall lawfully do by virtue of this Power of Attorney.

WITNESS my hand this 6th day of May, 2004.

/s/ Terry E. London
Terry E. London

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, That I

John M. Fahey, Jr.

hereby constitute and appoint Helen P. Johnson-Leipold and Paul A. Lehmann, and each of them individually, my true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities, to sign my name as a director of Johnson Outdoors Inc., a Wisconsin corporation (the "Company"), to the Registration Statement on Form S-8, and any amendments or supplements thereto, relating to the registration of shares of the Company's Class A Common Stock, par value \$0.05 per share (the "Shares"), issuable under the Johnson Outdoors Inc. 2003 Non-Employee Director Stock Ownership Plan (the "Plan"), and to file the Plan, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission in connection with the registration of the Shares under the Securities Act of 1933, as amended.

I hereby ratify and confirm all that said attorneys-in-fact and agents, or each of them, have done or shall lawfully do by virtue of this Power of Attorney.

WITNESS my hand this 6th day of May, 2003.

/s/ John M. Fahey, Jr.
John M. Fahey, Jr.