

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

JOHNSON OUTDOORS INC.  
-----

(Name of Issuer)

Class A Common Stock, \$.05 par value  
-----

(Title of Class of Securities)

479254 10 4  
-----

(CUSIP Number)

Linda L. Sturino, 555 Main Street, Suite 500,  
Racine, Wisconsin 53403 - (262) 260-4046  
-----

(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

July 8, 2003  
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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 479254 10 4

Page 2 of 7 Pages

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1 NAME OF REPORTING PERSON

Helen P. Johnson-Leipold

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [ ]  
(b) [X]

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3 SEC USE ONLY

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4 SOURCE OF FUNDS

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5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

Not Applicable

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

NUMBER OF 7 SOLE VOTING POWER  
SHARES 788,155(1)

BENEFICIALLY 8 SHARED VOTING POWER  
OWNED BY 1,329,308(2)

EACH 9 SOLE DISPOSITIVE POWER  
REPORTING 788,155(1)

PERSON 10 SHARED DISPOSITIVE POWER  
WITH 1,329,308(2)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
2,117,463(2)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9)  
EXCLUDES CERTAIN SHARES [ ]  
Not Applicable

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)  
25.6%

14 TYPE OF REPORTING PERSON  
IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT.

- (1) Includes options to acquire shares of Class A Common Stock that are exercisable within 60 days and shares of Class A Common Stock held in the reporting person's 401(k) plan as of July 1, 2003.
- (2) Takes into account shares of Class B Common Stock beneficially owned by the reporting person which are convertible at any time in Class A Common Stock on a one share-for-one share basis.

Item 1. Security and Issuer  
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Class A Common Stock, \$.05 par value  
Johnson Outdoors Inc.  
555 Main Street  
Racine, Wisconsin 53403

Item 2. Identity and Background  
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This statement is being filed by Helen P. Johnson-Leipold. Certain information regarding the foregoing person is set forth below.

(a)-(b) Name and Business Address  
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Helen P. Johnson-Leipold  
555 Main Street  
Racine, Wisconsin 53403

(c) Principal Occupation and Employment  
-----

Chairman and Chief Executive Officer of Johnson Outdoors Inc.

Principal Business/Name, Address and Principal Business of Employer  
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Johnson Outdoors Inc.  
555 Main Street  
Racine, Wisconsin 53403

Manufacturer and marketer of recreational products.

(d)-(e) During the last five years, the reporting person has not been convicted in a criminal proceeding or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

(f) Citizenship  
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United States

Item 3. Source and Amount of Funds or Other Consideration.  
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On July 8, 2003, for aggregate consideration of \$2,238,963, the Samuel C. Johnson 1988 Trust Number 1 dated September 14, 1988, as amended and restated (the "Trust"), granted to each of Ms. Johnson-Leipold, S. Curtis Johnson, H. Fisk Johnson and

Winifred J. Marquart an option to purchase shares of Class A Common Stock, par value \$.05 per share ("Class A Common Stock"), of Johnson Outdoors Inc. (the "Company") from the Trust for an exercise price of \$13.04 per share (the "Option Agreement"). Ms. Johnson-Leipold paid the consideration for the option by means of a promissory note (the "Promissory Note"). Samuel C. Johnson is the sole trustee of the Trust. The Option Agreement and the Promissory Note are attached as exhibits to this Amendment No. 2 to the Schedule 13D and are incorporated by reference into this Schedule 13D. Item 6 of this Amendment No. 2 to the Schedule 13D contains a more detailed description of the option granted to Ms. Johnson-Leipold and the Promissory Note.

See (a) Item 4 to Amendment No. 1 to this Schedule 13D filed on February 12, 2001 and (b) Item 4 to the original Schedule 13D filed on January 10, 1994 for additional information concerning the other shares of Class A Common Stock of the Company and the shares of Class B Common Stock, \$.05 par value ("Class B Common Stock") of the Company beneficially owned by Ms. Johnson-Leipold.

Item 4. Purpose of Transaction.  
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Ms. Johnson-Leipold acquired the above-referenced option for investment purposes.

The reporting person has no plans or proposals which relate to or would result in:

(a) The acquisition by any person of additional securities of the Company, or the disposition of securities of the Company;

(b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;

(c) A sale or transfer of a material amount of assets of the Company or any of its subsidiaries;

(d) Any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

(e) Any material change in the present capitalization or dividend policy of the Company;

(f) Any other material change in the Company's business or corporate structure;

(g) Changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any other person;

(h) Causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a)-(b) Information concerning the amount and percentage of shares of Class A Common Stock beneficially owned by the reporting person is set forth below.

Reporting Person -----	Sole Voting and Dispositive Power -----	Shared Voting and Dispositive Power -----	Aggregate Beneficial Ownership -----	Percentage of Outstanding Shares -----
Helen P. Johnson-Leipold	788,155(1)	1,329,308(2)	2,117,463(1)(2)	25.6%(1)(2)(3)

- (1) Includes options to acquire 635,000 shares of Class A Common Stock, which options are exercisable within 60 days, and 3,643 shares of Class A Common Stock held in the reporting person's 401(k) plan as of July 1, 2003.
- (2) Includes shares of Class B Common Stock which are convertible at any time on a one-for-one basis into shares of Class A Common Stock.
- (3) Based on 7,211,649 shares of Class A Common Stock outstanding on July 7, 2003 and 1,056,722 shares of Class B Common Stock beneficially owned by the reporting person.

Ms. Johnson-Leipold shares voting and dispositive power with respect to certain shares with Samuel C. Johnson, Imogene P. Johnson, S. Curtis Johnson, H. Fisk Johnson, JWA Consolidated, Inc. and Johnson Trust Company. Certain information with respect to such persons is set forth below.

Name and Business Address -----	Principal Occupation and Employment -----	Name, Address and Principal Business -----
Imogene P. Johnson 555 Main Street Racine, WI 53403	None	None
Citizenship: United States		
Samuel C. Johnson 555 Main Street Racine, WI 53403	Retired	None
Citizenship: United States		

Name and  
Business Address  
-----

Principal Occupation  
and Employment  
-----

Name, Address and  
Principal Business  
-----

S. Curtis Johnson  
555 Main Street  
Racine, WI 53403

Chairman-Worldwide Professional

Johnson Diversey  
1326 Willow Road  
Sturtevant, WI 53177

Citizenship: United States

H. Fisk Johnson  
555 Main Street  
Racine, WI 53403

Chairman  
Chairman of the Board

S.C. Johnson & Son  
1525 Howe Street  
Racine, WI 53403-2236

Citizenship: United States

JWA Consolidated, Inc.  
555 Main Street  
Racine, WI 53403

Not applicable

Holding company for purposes of  
owning stock of Company

State of Organization: Delaware

Johnson Trust Company  
555 Main Street  
Racine, WI 53403

Not Applicable

Bank and Trust Company

State of Organization: Wisconsin

During the last five years, none of the above persons have been convicted in a criminal proceeding or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

(c) Pursuant to the Option Agreement, Ms. Johnson-Leipold was granted an option to purchase 485,000 shares of the Company's Class A Common Stock from the Trust for an exercise price of \$13.04 per share. No other transactions have been effected during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.  
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See Item 4 in the original Schedule 13D filed on January 10, 1994.

On July 8, 2003, Ms. Johnson-Leipold entered into the Option Agreement and the Promissory Note. Pursuant to the Option Agreement, Ms. Johnson-Leipold was granted an option to purchase 485,000 shares of the Company's Class A Common Stock from the Trust for an exercise price of \$13.04 per share. The option is exercisable as of July 8, 2003 and expires on January 7, 2005. As consideration for the option, Ms. Johnson-Leipold paid \$1,119,480 by means of the Promissory Note. Under the Promissory Note, Ms. Johnson-Leipold is obligated to pay the Trust the sum of \$1,119,480, together with interest on the outstanding principal balance at a rate of 1.23% per annum until the Promissory Note is paid in full. All outstanding interest and principal is due and payable on January 7, 2005. Ms. Johnson-Leipold may prepay the Promissory Note without penalty.

Item 7. Material to be Filed as Exhibits.

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- (a) Johnson Outdoors Inc. Class B Common Stock Voting Trust (Filed with the original Schedule 13D filed on January 10, 1994).
  - (b) Option Agreement, dated July 8, 2003, by and among the Samuel C. Johnson 1988 Trust Number 1 dated September 14, 1988, as amended and restated, Helen P. Johnson-Leipold, S. Curtis Johnson, H. Fisk Johnson and Winifred J. Marquart.
  - (c) Promissory Note, dated July 8, 2003.
  - (d) Power of Attorney

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 9, 2003.

Helen P. Johnson-Leipold

/s/ Linda L. Sturino

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By Linda L. Sturino, attorney-in-fact



OPTION AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, I, as trustee of the Samuel C. Johnson 1988 Trust Number 1 dated September 14, 1988, as amended and restated (the "trust"), grant to each of my children, S. Curtis Johnson ("Curt"), Helen Johnson-Leipold ("Helen"), H. Fisk Johnson ("Fisk") and Winifred J. Marquart ("Win") and their respective successors and assigns, an option (the "option") to purchase certain assets from the trust (or from its successor or successors in interest) in the amounts and upon the terms and conditions set forth below:

1. The option shall cover Nine Hundred Seventy Thousand and One (970,001) shares of Class A common stock of Johnson Outdoors, Inc., a Wisconsin corporation, or of any successor to its business (the "option assets") owned by the trust (or by its successor or successors in interest) at the date the option may first be exercised,
2. The option may first be exercised upon the date of the execution of this Agreement, and may be exercised thereafter at any time during the period indicated in the "Term" column in paragraph 3, below, terminating at 11:59 p.m. Central Time on the final day as indicated in such Term column, that date being January 7, 2005 (the "option period"). The option shall consist of the right to purchase an option asset at any time during the option period, subject to the conditions described below.
3. The option assets described above may be acquired by my said children as provided in the following schedule:

Child	No. of Class A Shares Option Asset	Strike Price	Term	Consideration
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Helen	485,000	\$13.04	548 days	\$1,119,480
Curt	161,667	\$13.04	548 days	\$ 373,161
Fisk	161,667	\$13.04	548 days	\$ 373,161
Win	161,667 -----	\$13.04	548 days	\$ 373,161 -----
TOTAL	970,001			\$2,238,963

Accordingly, each child may exercise his or her option with respect to the number of shares shown opposite his or her name. A child of mine may assign his or her right to exercise the option granted hereunder, in whole or in part, to: (i) any other of my descendants, (ii) a trust for the benefit of any one or more of my descendants;

and (iii) a corporation or partnership, a majority of the value of which is owned (directly or indirectly through ownership in one or more corporations or partnerships) by any one or more of my descendants or by a trust for the benefit of any one or more of my descendants. Any exercise of an option hereunder must be for all the shares the optionee or assignee of an optionee is then entitled to purchase. The guardian or personal representative of a descendant of mine shall be eligible to exercise the option otherwise exercisable by a descendant of mine without a formal assignment. Written notice of an assignment allowed hereunder shall be lodged with the trust records.

4. The price per share to be paid for an asset acquired by exercise of an option granted under paragraph 2 above shall be at the dollar price indicated for each option holder in the "Strike Price" column opposite his or her name in paragraph 3, above.

5. The purchase price for an asset purchased pursuant to the option granted hereunder shall, at the option of the purchaser, be paid in cash at the closing, in-kind with shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business), by an installment note of the purchaser payable in not more than fifteen annual installments (which, at the option of the purchaser, may be repaid as to principal, interest or both in cash, in-kind as described above or any combination of the two) or by a combination of the foregoing. Any installment note issued pursuant to the provisions of this paragraph 5 shall bear interest at the "applicable federal rate" compounded annually for such note determined under Internal Revenue Code Section 1274(d) or any successor provision ("applicable

federal rate"), and shall be secured by the asset purchased or otherwise in an amount acceptable to the seller. Accrued interest on such note shall be payable annually.

6. This option shall be binding on the trustee and upon each successor trustee. It is my intention that if, upon my death during the option period, assets described in paragraph 1 are allocated to one or more trusts for the benefit of my said wife, the option granted herein shall apply to option assets then held in such one or more trusts for the benefit of my said wife for an option acquired hereunder.

Each child's consideration for an option acquired hereunder shall, at the option of the child, be paid in cash, in-kind with shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business), by an installment note (which may be repaid, at the option of the child, in cash, in-kind as described above or any combination of the two), or by a combination of the foregoing, by each child within ten business days from the date of the execution of this Agreement. Any installment note issued pursuant to the provision of this paragraph 6 shall be for a term not to exceed eighteen months from the date of the execution of this Agreement and shall bear interest at the applicable federal rate compounded annually. Such interest shall not be payable until the due date of said note.

7. This Agreement shall supercede all other option agreements entered into by the parties hereto prior to the date of the execution of this Agreement regarding the purchase of shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business), including, without limitation, the two separate Option Agreements dated December 26, 1995 and June 27, 2003, respectively, between and among the parties hereto, but only to the extent that such agreement or agreements pertain to the option assets. This Agreement shall not supercede the other Option Agreements dated as of the date hereof related to the purchase of shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business).

9. This option agreement may be executed in one or more counterparts, which shall together constitute the entire agreement.

DATE: July 8, 2003  
-----

SAMUEL C. JOHNSON 1988 TRUST #1

By: /s/ Samuel C. Johnson  
-----

As its trustee

DATE: July 8, 2003  
-----

/s/ S. Curtis Johnson  
-----

S. Curtis Johnson

DATE: July 8, 2003  
-----

/s/ Helen Johnson-Leipold  
-----

Helen Johnson-Leipold

DATE: July 8, 2003  
-----

/s/ H. Fisk Johnson  
-----

H. Fisk Johnson

DATE: July 8, 2003  
-----

/s/ Winifred J. Marquart  
-----

Winifred J. Marquart

PROMISSORY NOTE

\$1,119,480

July 8, 2003

FOR VALUE RECEIVED, the undersigned, Helen Johnson-Leipold, an individual, (Borrower), hereby promises to pay to the order of Samuel C. Johnson, not individually, but as Trustee of the Samuel C. Johnson 1988 Trust Number 1 dated September 14, 1988, as amended and restated (Lender), the sum of One Million One Hundred Nineteen Thousand Four Hundred Eighty Dollars and NO Cents (\$1,119,480), together with interest on the outstanding principal balance at a rate of 1.23% per annum until this Note is paid in full.

All outstanding interest and principal shall be due and payable on January 7, 2005. Interest shall accrue at the applicable federal rate in effect from time to time on any interest or principal which remains unpaid after fifteen (15) days from such due date.

This Note is delivered in exchange for an option to purchase shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business), described in that certain Option Agreement dated as of July 8, 2003. Interest and/or principal may be paid to Lender to satisfy this Note as provided above in cash, in-kind with shares of Class A common stock of Johnson Outdoors, Inc. (or any successor to its business), or any combination thereof.

Borrower may at any time prior to the maturity date prepay any part or all of the principal amount without penalty, provided that such prepayment shall be accompanied by a payment of the interest accrued to the date of such prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, shall be deemed to have been made on the date of receipt by Lender. All payments shall be made to Lender at 555 Main Street, Suite 500; Racine, Wisconsin 53403, or at such other place as Lender may from time to time designate in a written notice to Borrower.

The internal laws of the State of Wisconsin shall govern and control the construction, enforceability, validity and interpretation of this Note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the day and year first above written.

/s/ Helen Johnson-Leipold

-----  
Helen Johnson-Leipold

DURABLE POWER OF ATTORNEY  
OF  
HELEN P. JOHNSON-LEIPOLD

In accordance with the Uniform Durable Power of Attorney Act, Section 243.07 of the Statutes of the State of Wisconsin, I, Helen P. Johnson-Leipold, a resident of Racine County, Wisconsin, as principal, hereby appoint each of Jane M. Hutterly, John H. Anderson, Linda L. Sturino or Brian S. Kult, of Racine, Wisconsin, as my Agent to perform in my name any of the following powers as he/she shall determine to be necessary.

. . .

4. Investments

a. To invest and reinvest my property in stocks, bonds, or other securities; to sell and transfer my securities or other assets; and to make other investments and establish accounts. (Any transfer agent or corporate secretary shall conclusively presume that my Agent has the authority given.)

b. To vote at the meetings of any corporation and otherwise to act as my proxy or representative, in respect to any shares now held, or which may hereafter be acquired by me in any corporation and for that purpose to sign and execute any proxies or other instrument in my name and on my behalf.

. . .

9. Effect of Disability

This Durable Power of Attorney shall remain in full force and effect until and unless I personally revoke it in a written notice delivered to my Agent. My subsequent physical or mental disability, incapacity or incompetence shall not affect this Durable Power or diminish the authority of my Agent.

10. Proof of Continuance of This Durable Power of Attorney

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Each governmental agency or department, person, partnership, corporation, or other legal entity relying upon or acting upon this instrument shall be entitled to conclusively presume that this instrument is in full force and effect unless written notice shall have been given by the undersigned to such governmental agency or department, person, partnership, corporation, or other legal entity that this instrument has been revoked. An affidavit executed by my Agent stating that she/he did not have (at the time of exercising the power) actual knowledge of the termination of the power or of my death is conclusive proof of the non-revocation or non-termination of the power at that time.

11. Copies of Power of Attorney

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A true copy of this power of attorney, whether in facsimile form or otherwise, shall be as legally valid as the original.

12. Revocation of Prior Powers of Attorney

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This instrument revokes all prior powers of attorney executed by me effective the date of this instrument.

I hereby ratify and confirm all that my Agent or any substitute or alternate Agent shall do in reliance on this Durable Power of Attorney.

Dated: April 17, 2000

/s/ Helen P. Johnson-Leipold

-----  
Helen P. Johnson-Leipold

ACKNOWLEDGMENT

STATE OF WISCONSIN        )  
                                  ) SS  
COUNTY OF RACINE        )

Personally came before me this 17th day of April, 2000, the above-named Helen P. Johnson-Leipold, to me known to be the person who executed the

foregoing instrument and acknowledged the same.

/s/ Joyce A. Onosko

-----  
Notary Public, State of Wisconsin  
My commission expires: 3/9/2003  
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CONSENT OF AGENTS

The undersigned agree to act as Agent for the foregoing-named principal.

/s/ Jane M. Hutterly

-----  
Jane M. Hutterly

/s/ John H. Anderson

-----  
John H. Anderson

/s/ Linda L. Sturino

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Linda L. Sturino

/s/ Brian S. Kult

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Brian S. Kult